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**FINAL**  
CITY COUNCIL  
  
CITY OF WICHITA  
KANSAS

City Council Meeting  
09:30 a.m. January 24, 2012

First Floor Board Room  
455 North Main

**OPENING OF REGULAR MEETING**

- Call to Order
- Approve the minutes of the regular meeting on January 10, 2012 and special meeting on January 18, 2012

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**II. CONSENT AGENDAS (ITEMS 1 THROUGH 28)**

NOTICE: Items listed under the "Consent Agendas" will be enacted by one motion with no separate discussion. If discussion on an item is desired, the item will be removed from the "Consent Agendas" and considered separately

*(The Council will be considering the City Council Consent Agenda as well as the Planning, Housing, and Airport Consent Agendas. Please see "ATTACHMENT 1 – CONSENT AGENDA ITEMS" for a listing of all Consent Agenda Items.)*

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**COUNCIL AGENDA**

**VIII. COUNCIL MEMBER AGENDA**

1. Approval of travel expenses for Mayor Brewer, Vice Mayor Williams and City Council Members Meitzner, Clendenin, O'Donnell, Longwell, and Miller to attend the League of Kansas Municipalities City Hall Day in Topeka, KS, February 1 and 2, 2012.

RECOMMENDED ACTION: Approve the travel expenditures.

**IX. COUNCIL MEMBER APPOINTMENTS**

1. Board Appointments.

RECOMMENDED ACTION: Approve the Appointments.

Adjournment

\*\*\*Workshop to follow\*\*\*



(ATTACHMENT 1 – CONSENT AGENDA ITEMS 1 THROUGH 28)

**II. CITY COUNCIL CONSENT AGENDA ITEMS**

1. Report of Board of Bids and Contracts dated January 23, 2012.

RECOMMENDED ACTION: Receive and file report; approve Contracts;  
authorize necessary signatures.

2. Applications for Licenses to Retail Cereal Malt Beverages:

<u>Renewal</u>	<u>2012</u>	<u>(Consumption on Premises)</u>
Anastasia Ryan	Two Brothers BBQ**	3750 North Woodlawn SU 102
Benjamin A Villar	Ben Villar's Mexican Restaurant**	1930 South Oliver
Edwin S (Ned) Goyne	A.B. Sim Golf Course**	2020 West Murdock
Chen Liu	Bai Wei**	1845 South Rock Road
<u>Renewal</u>	<u>2012</u>	<u>(Consumption off Premises)</u>
John A Mann	Walgreens #6006***	9525 East 21st North
John A Mann	Walgreens #6362***	333 West 13th Street
John A Mann	Walgreens #7147***	1555 South Broadway
John A Mann	Walgreens #5770***	3150 South Seneca
John A Mann	Walgreens #2750***	5555 South Broadway
John A Mann	Walgreens #5768***	5505 East Harry
John A Mann	Walgreens #5793***	710 North West Street
John A Mann	Walgreens #6170***	555 North Maize Road
Lori Cottrell	Wal-Mart Stores #1221***	6110 West Kellogg

\*\*General/Restaurant 50% or more gross revenue from sale of food.

\*\*\*Consumption/Retailer grocery stores, convenience stores etc.

RECOMMENDED ACTION: Approve licenses subject to Staff review and approval.

3. Preliminary Estimates: (See Attached)

RECOMMENDED ACTION: Receive and file.

4. Petitions for Public Improvements:

- a. Petitions for Street Paving, Storm Water Sewer, Sanitary Sewer, and Water Distribution Systems in Monarch Landing 3rd Addition, north of 21st, west of 159th Street East. (District II)

RECOMMENDED ACTION: Approve Petitions; adopt resolutions.

5. Deeds and Easements:

- a. Deeds and Easements. (See Attached)

RECOMMENDED ACTION: Accept documents.

6. Statement of Costs:

- a. List of Statement of Cost. (See Attached)

RECOMMENDED ACTION: Approve and file.

7. Consideration of Street Closures/Uses.

- a. Community Events - Intrust Bank Arena, World Wrestling Entertainment. (District I)
- b. Community Events - Intrust Bank Arena, George Strait. (District I)

RECOMMENDED ACTION: Approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Events Coordinator.

8. Agreements/Contracts:

- a. I-235 By-Pass and 13th Street Floodway Crossing. (Districts V and VI)
- b. Agreements for the Installation of Railroad Signals. (Districts IV and VI)
- c. Supplemental Design Agreement No. 1 for 36th Street North from Arkansas Avenue to a turnaround east of Agnes Addition. (District V)
- d. Contract for Consultant Services for Acquisition and Relocation: Improvement of Kellogg (US 54) from Cypress Street to Chateau Street. (District II)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

9. Design Services Agreements:

- a. Agreement for Design Services for a Waterline to Serve Scenic Landscapes, north of Maple, east of Julia. (District V)
- b. Agreement for Design Services for Paving Improvements in Monarch Landing 3rd Addition, north of 21st, west of 159th Street East. (District II)
- c. Supplemental Agreement for Additional Design Services for 13th Street North from I-135 to Oliver. (District I)

RECOMMENDED ACTION: Approve Agreements/Contracts; authorize the necessary signatures.

10. Property Acquisitions:

- a. Acquisition of 13110 West Central Avenue for the Central: 119th to 135th Street Road Improvement Project. (District V)
- b. Acquisition of Land for a Well Site along Willow Lake Road in Section 23, Township 24 South, Range 3 for the Integrated Local Water Supply Plan. (Harvey County)
- c. Partial Acquisition of 1522 North 135th Street West for the 135th Street from 13th Street to 21st Street Improvement Project. (District V)
- d. Partial Acquisition of 5942 North Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project. (District VI and County)

RECOMMENDED ACTION: Approve budgets and Contracts; authorize necessary signatures.

11. Minutes of Advisory Boards/Commissions

Board of Park Commissioners, November 21, 2011  
Board of Park Commissioners, December 19, 2011  
Stormwater Advisory Board, December 9, 2011

RECOMMENDED ACTION: Receive and file.

12. Repair or Removal of Dangerous and Unsafe Structures. (Districts I and VI)

<u>Property Address</u>	<u>Council District</u>
a. 1210 North Poplar	I
b. 1621 North Volusia	I
c. 2615 / 2617 East Stadium (Duplex)	I
d. 1547 North Santa Fe	VI

RECOMMENDED ACTION: Adopt the attached resolutions to schedule public hearings before the City Council on March 6, 2012 at 09:30 a.m. or as soon as possible thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

13. Sale of Remnant Property adjacent to 8220 East Kellogg. (District II)

RECOMMENDED ACTION: Approve the Real Estate Purchase Contract and authorize all necessary signatures.

14. Proposed Assessment Rolls:

Proposed Assessment Rolls have been prepared for seven (7) paving projects and it is necessary to set a public hearing date. Informal hearing with Council personnel will be held February 13, 2012 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on February 3, 2012.

RECOMMENDED ACTION: Set the hearing on the Proposed Assessment Rolls for 9:30 a.m., Tuesday, March 6, 2012, and publish the notices of hearing at least once not less than 10 days prior to the date of the hearing.

15. Increased Expenditure Authority for the 2011 Budget.

RECOMMENDED ACTION: Approve the increase in expenditure authority within the Transit Fund in an amount not to exceed \$500,000.

16. Budget Adjustment for the State Office Building Fund.

RECOMMENDED ACTION: Approve a revised State Office Building Fund budget of \$294,614.

17. Kansas School for Effective Learning, Inc. (KANSEL) Memorandum of Agreement (MOA) Renewal.

RECOMMENDED ACTION: Approve the KANSEL MOA renewal and authorize the necessary signatures.

18. Contracts and Agreements for December 2011.

RECOMMENDED ACTION: Receive and file.

19. Amending Resolutions and Ordinance for Water System, Bridge and Street Paving Projects. (Districts III and V)

RECOMMENDED ACTION: Adopt the amending resolutions, place the amending ordinance on first reading and authorize the necessary signatures.

20. 21st and Woodlawn Emergency 24" Transmission Water Main Repair. (District II)

RECOMMENDED ACTION: Affirm the City Manager's Public Exigency approval of the project.

21. Nuisance Abatement Assessments.

RECOMMENDED ACTION: Approve the proposed assessments and place the ordinance on first reading.

22. Petition for Landscaping, Street Lighting and Irrigation Improvements for Berkley Square First Addition and Greenwich Office Park Second Addition and related easement and Agreement. (District II)

RECOMMENDED ACTION: Approve the Petition, the related Agreement and the Easement, adopt the Resolutions, and authorize the necessary signatures.

23. Change Order No. 15 - ASR Recharge Well Support

RECOMMENDED ACTION: Approve Change Order No. 15 and authorize the necessary signatures.

24. Second Reading Ordinances: (First Read January 10, 2012)  
List of Second Reading Ordinances.

RECOMMENDED ACTION: Adopt the Ordinances.

## **II. CONSENT PLANNING AGENDA ITEMS**

NOTICE: Public hearing on planning items is conducted by the MAPC under provisions of State law. Adopted policy is that additional hearing on zoning applications will not be conducted by the City Council unless a statement alleging (1) unfair hearing before the MAPC, or (2) alleging new facts or evidence has been filed with the City Clerk by 5p.m. on the Wednesday preceding this meeting. The Council will determine from the written statement whether to return the matter to the MAPC for rehearing.

25. \*ZON2011-00040 - Zone change from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") subject to Protective Overlay ("P-O") #262 on property generally located on the southwest corner of the intersection of South Meridian Avenue and West Merton Avenue, 1701 South Meridian. (District IV)

RECOMMENDED ACTION: Adopt the findings of the MAPC and approve the zone change and authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

26. \*ZON2011-00041 – City zone change from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") generally located east of Greenwich Road, north of Kellogg Street, on the southeast corner of Lewis and Ellison Streets. (District II)

RECOMMENDED ACTION: Adopt the findings of the MAPC, approve the zone change subject to Protective Overlay #263, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

## **II. CONSENT HOUSING AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Housing Authority for consideration and action on the items on this Agenda, pursuant to State law, HUD, and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

**Fern Griffith, Housing Member is also seated with the City Council.**

None

## **II. CONSENT AIRPORT AGENDA ITEMS**

NOTICE: The City Council is meeting as the governing body of the Airport Authority for consideration and action on items on this Agenda, pursuant to State law and City ordinance. The meeting of the Authority is deemed called to order at the start of this Agenda and adjourned at the conclusion.

27. \*Capital Excel, Inc. - Supplemental Agreement No. 1 - Colonel James Jabara Airport.

RECOMMENDED ACTION: Approve the supplemental agreement and authorize the necessary signatures.

28. \*Electrical and Communication Duct Banks, Phase II - Change Order No. 1 and Budget Adjustment - Wichita Mid-Continent Airport.

RECOMMENDED ACTION: Approve the Change Order and budget adjustment and authorize the necessary signatures.

City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** Petitions for Street Paving, Storm Water Sewer, Sanitary Sewer, and Water Distribution Systems in Monarch Landing 3rd Addition (north of 21st, west of 159th Street East) (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the new petitions.

**Background:** On July 12, 2011, the City Council approved petitions to construct street paving, storm water sewer, sanitary sewer and water distribution systems in Monarch Landing 3rd Addition. The developer has submitted new petitions to rephase the construction of infrastructure within the addition to reflect current market conditions. The signature on the petitions represents 100% of the improvement districts.

**Analysis:** The projects will provide paving, drainage, sanitary sewer and water system improvements for a new residential development located north of 21st, west of 159th Street East.

**Financial Considerations:** The petitions total \$764,000. The funding source is special assessments.

**Goal Impact:** These projects address the Efficient Infrastructure goal by providing paving, sanitary sewer, drainage, and water system improvements for a new residential development.

**Legal Considerations:** The Law Department has approved the petitions and resolutions as to form.

**Recommendation/Action:** It is recommended that the City Council approve the new petitions, adopt the resolutions, and authorize the necessary signatures.

**Attachments:** Map, CIP sheets, petitions and resolutions.

**CAPITAL IMPROVEMENT  
PROJECT AUTHORIZATION  
CITY OF WICHITA**

USK

To Initiate Project

To Revise Project

X

1. Prepare in triplicate

2. Send original & 2 copies to budget

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department

6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works & Utilities	Eng & Arch	12/22/2011	Paving in Monarch Landing 3rd Addition	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
NI		2012		
9. Estimated Start Date As Required	10. Estimated Completion Date As Required	11. Project Revised		
12. Project Cost Estimate			12A.	
ITEM	CO	SA	OTHER*	TOTAL
Right of Way				
Paving, grading & const.		\$716,000		\$716,000
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
<b>Totals</b>		\$236,000		\$236,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the petition and adopt the resolution				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

	Yes	No
Platting Required	_____	_____
Lot Split	_____	_____
Petition	X	_____
Ordered by WCC	_____	_____

Remarks:

100% Petition

4/1-84999

**CAPITAL IMPROVEMENT  
PROJECT AUTHORIZATION  
CITY OF WICHITA**

USK

To Initiate Project

To Revise Project

X

1. Prepare in triplicate

2. Send original & 2 copies to budget

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department

6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works & Utilities	Eng & Arch	12/22/2011	Sanitary Sewer in Monarch Landing 3rd Addition	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
NI		2012		
9. Estimated Start Date (As Required)	10. Estimated Completion Date (As Required)	11. Project Revised		
12. Project Cost Estimate			12A.	
ITEM	CO	SA	OTHER*	TOTAL
Right of Way				
Paving, grading & const.				
Bridge				
Drainage				
Sanitary Sewer		\$125,000		\$125,000
Sidewalk				
Water				
Traffic Signals & Turn Lanes				
<b>Totals</b>		\$125,000		\$125,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				

13. Recommendation: Approve the petition and adopt the resolution

Division Head	Department Head	Budget Officer	City Manager
		Date	Date

Plating Required \_\_\_\_\_ Yes \_\_\_\_\_ No

Lot Split \_\_\_\_\_

Petition \_\_\_\_\_ X \_\_\_\_\_

Ordered by WCC \_\_\_\_\_

Remarks:

100% Petition

"Sanitary Sewer Utility

Lateral 2, Main 23, SWTS

468-84770



1. Prepare in triplicate.
2. Send original & 2 copies to budget.
3. City Manager to sign all copies.
4. File original w/ initiating resolution in City Clerk.
5. Return 2nd copy to initiating department.
6. Send 3rd copy to Controller.

13

**CAPITAL IMPROVEMENT  
PROJECT AUTHORIZATION  
CITY OF WICHITA**

USE:

To Initiate Project

To Revise Project

X

1. Prepare in triplicate.

2. Send original & 2 copies to budget.

3. City Manager to sign all copies.

4. File original w/ initiating resolution in City Clerk.

5. Return 2nd copy to initiating department.

6. Send 3rd copy to Controller.

1. Initiating Department	2. Initiating Division	3. Date	4. Project Description & Location	
Public Works & Utilities	Eng. & Arch.	12/14/2011	Water Distribution System in Monarch Landing 3rd Addition	
5. CIP Project Number	6. Accounting Number	7. CIP Project Date (Year)	8. Approved by WCC Date	
NI		2012		
9. Estimated Start Date (As Required)	10. Estimated Completion Date (As Required)	11. Project Revised		
12. Project Cost Estimate			12A.	
ITEM	CO	SA	OTHER*	TOTAL
Right of Way				
Paving, grading & curbs.				
Bridge				
Drainage				
Sanitary Sewer				
Sidewalk				
Water		\$68,000		\$68,000
Traffic Signals & Turn Lanes				
<b>Totals</b>		\$68,000		\$68,000
Total CIP Amount Budgeted				
Total Prelim. Estimate				
13. Recommendation: Approve the petition and adopt the resolution				
Division Head	Department Head		Budget Officer	City Manager
			Date	Date

	Yes	No
Platting Required	_____	_____
Lot Split	_____	_____
Petition	X	_____
Ordered by WCC	_____	_____

Remarks:

100% Petition

Water Distribution System

418 90528

First Published in the Wichita Eagle on January 27, 2012

RESOLUTION NO. 12-016

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF LATERAL 2, MAIN 23, FOUR MILE CREEK SEWER (NORTH OF 21ST, WEST OF 159TH ST. EAST) 468-84770 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF THE CONSTRUCTION OF LATERAL 2, MAIN 23, FOUR MILE CREEK SEWER (NORTH OF 21ST, WEST OF 159TH ST. EAST) 468-84770 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 11-166 adopted on July 12, 2011 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Lateral 2, Main 23, Four Mile Creek Sewer (north of 21st, west of 159th St. East) 468-84770.

Said sanitary sewer shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be One Hundred Fifty-Five Thousand Dollars (\$155,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2011, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MONARCH LANDING THIRD ADDITION

Lots 1 through 13, Block 1

Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1, Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17, Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C", Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1 together with West 26.50 ft of Lot 21, Block 1;

Lots 1 through 13, Block 2

Lots 1 through 6, Block 3

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis Lots 1 through 13, Block 1; Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1, Lot 16, Block 1, Except West 7.86 ft,

together with West 20.36 ft of Lot 17, Block 1; Lot 17 Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C", Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1 together with West 26.50 ft of Lot 21, Block 1; Lots 1 through 13, Block 2 and Lots 1 through 6, Block 3, MONARCH LANDING THIRD ADDITION shall each pay 1/40 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 24th day of January, 2012.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY E. REBENSTORF  
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 27, 2012

RESOLUTION NO. 12-017

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING THE IMPROVEMENT OF WATER DISTRIBUTION SYSTEM NUMBER 448-90528 (NORTH OF 21ST, WEST OF 159TH ST. EAST) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING WATER DISTRIBUTION SYSTEM NUMBER 448-90528 (NORTH OF 21ST, WEST OF 159TH ST. EAST) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 11-165 adopted on July 12, 2011 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve Water Distribution System Number 448-90528 (north of 21st, west of 159th St. East).

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Ninety-Six Thousand Dollars (\$96,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2011, exclusive of the costs of temporary financing.

That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Sixteen Thousand Eight Hundred Eighty-Nine Dollars (\$16,889)

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MONARCH LANDING THIRD ADDITION

Lots 1 through 13, Block 1

Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1, Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17 Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C", Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1 together with West 26.50 ft of Lot 21, Block 1;

Lots 1 through 13, Block 2

Lots 1 through 6, Block 3

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 13,

Block 1; Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1, Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17 Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C", Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1 together with West 26.50 ft of Lot 21, Block 1; Lots 1 through 13, Block 2 and Lots 1 through 6, Block 3, MONARCH LANDING THIRD ADDITION shall each pay 1/40 of the total cost of the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 24<sup>th</sup> day of January, 2012.

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CARL BREWER, MAYOR

ATTEST:

---

KAREN SUBLETT, CITY CLERK  
(SEAL)

APPROVED AS TO FORM:

---

GARY E. REBENSTORF,  
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 27, 2012

RESOLUTION NO. 12-018

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING IMPROVING STORM WATER SEWER NO. 661 (NORTH OF 21ST, WEST OF 159TH ST. EAST) 468-84771 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF IMPROVING STORM WATER SEWER NO. 661 (NORTH OF 21ST, WEST OF 159TH ST. EAST) 468-84771 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 11-167 adopted on July 12, 2011 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to improve Storm Water Sewer No. 661 (north of 21st, west of 159th St. East) 468-84771.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Two Hundred Seventy-Seven Thousand Dollars (\$277,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2011, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

MONARCH LANDING THIRD ADDITION

Lots 1 through 13, Block 1

Lot 14, Block 1, Except East 4.63 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1; Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17 Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C", Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1 together with West 26.50 ft of Lot 21, Block 1;

Lots 1 through 13, Block 2

Lots 1 through 6, Block 3

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 1 through 13, Block 1; and Lots 1 through 8, Block 2; MONARCH LANDING THIRD ADDITION, shall each pay 373/10000 of the total cost payable by the improvement district. Lot 14, Block 1, Except East 4.63 ft; Lot 15, Block 1 together with east 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1; Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17, Block 1, Except West 20.36 ft, together with

Reserve "C", Except South 140.86 ft, Lot 18, Block 1 together with South 140.86 ft of Reserve "C"; Lot 19, Block 1 together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft, together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1 together with West 26.50 ft of Lot 21, Block 1; MONARCH LANDING THIRD ADDITION, shall each pay 99/10,000 of the total cost payable by the improvement district. Lots 1 through 13, Block 2; and Lots 1 through 6, Block 3; MONARCH LANDING THIRD ADDITION, shall each pay 125/10000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq. as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 24th day of January 2012.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY E. REBENSTORF  
DIRECTOR OF LAW



First Published in the Wichita Eagle on January 27, 2012

# RESOLUTION NO. 12-019

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON CAMDEN CHASE, FROM THE WEST LINE OF 159TH STREET EAST TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 3; AND PAVING FLUTTER COURT FROM THE EAST LINE OF FLUTTER LANE FOR APPROXIMATELY 325 FEET SERVING LOTS 14 THROUGH 22, BLOCK 1 (NORTH OF 21ST, WEST OF 159TH ST. EAST) 472-84999 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON CAMDEN CHASE, FROM THE WEST LINE OF 159TH STREET EAST TO THE SOUTHWEST CORNER OF LOT 6, BLOCK 3; AND PAVING FLUTTER COURT FROM THE EAST LINE OF FLUTTER LANE FOR APPROXIMATELY 325 FEET SERVING LOTS 14 THROUGH 22, BLOCK 1 (NORTH OF 21ST, WEST OF 159TH ST. EAST) 472-84999 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 11-168 adopted on July 12, 2011 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to authorize constructing pavement on Camden Chase, from the west line of 159th Street East to the southwest corner of Lot 6, Block 3; and paving Flutter Court from the east line of Flutter Lane for approximately 325 feet serving Lots 14 through 22, Block 1 (north of 21st, west of 159th St. East) 472-84999. Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to be Two Hundred Thirty-Six Thousand Dollars (\$236,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after May 1, 2011, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

## MONARCH LANDING THIRD ADDITION

Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1, Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17 Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C", Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1 together with West 26.50 ft of Lot 21, Block 1;  
 Lots 9 through 13, Block 2  
 Lots 1 through 6, Block 3

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

That the method of assessment of all costs of the improvement for which the

improvement district shall be liable shall be on a fractional basis: Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1, Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17 Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C", Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1 together with West 26.50 ft of Lot 21, Block 1; Lots 9 through 13, Block 2 and Lots 1 through 6, Block 3, MONARCH LANDING THIRD ADDITION shall each pay 1/19 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 24th day of January, 2012.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY E. REBENSTORF, DIRECTOR OF LAW







4

RECEIVED

NOV 23 '11

CITY CLERK OFFICE

Revises  
448-90528

WATER DISTRIBUTION SYSTEM PETITION

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

MONARCH LANDING THIRD ADDITION

Lots 1 through 13, Block 1;

Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1; Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17, Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C"; Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft, together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1, together with West 26.50 ft of Lot 21, Block 1;

Lots 1 through 13, Block 2;

Lots 1 through 6, Block 3;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(North of 21st,  
West of 159th & East)

- (a) That there be constructed a water distribution system including necessary water mains, pipes, valves, hydrants, and appurtenances to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Ninety Six Thousand Dollars (\$96,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2011.
- (c) That, in accordance with the provisions of K.S.A. 12-6a19, a benefit fee be assessed against the improvement district with respect to the improvement district's share of the cost of the existing water main, such benefit fee to be in the amount of Sixteen Thousand Eight Hundred Eighty Nine Dollars (\$16,889.00).
- (d) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (e) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 13, Block 1; Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1; Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17, Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C"; Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft, together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1, together with West 26.50 ft of Lot 21, Block 1; Lots 1 through 13, Block 2; and Lots 1 through 6, Block 3; Monarch Landing Third Addition shall each pay 1/40 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

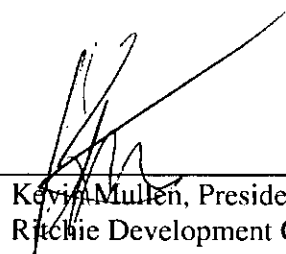
LEGAL DESCRIPTION	SIGNATURE	DATE
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**MONARCH LANDING THIRD ADDITION**

Lots 1 through 13, Block 1; Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1; Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17, Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C"; Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft, together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1, together with West 26.50 ft of Lot 21, Block 1; Lots 1 through 13, Block 2; and Lots 1 through 6, Block 3; Monarch Landing Third Addition, an addition to Wichita, Sedgwick County, Kansas.

**MONARCH LANDING, LLC,  
A Kansas Limited Liability Company**

By: \_\_\_\_\_

  
Kevin Mullen, President  
Ritchie Development Corporation, Manager

**MONARCH LANDING THIRD ADDITION  
WATER DISTRIBUTION SYSTEM PETITION  
COST ESTIMATE**

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Std Unit Price</b>	<b>Custom Unit Price</b>	<b>Extension</b>
8" Valves	3	EA	\$ 1,000.00		\$ 3,000.00
8" WL	2140	LF	\$ 18.00		\$ 38,520.00
Blowoffs	2	EA	\$ 600.00		\$ 1,200.00
Connection to Exist WL	3	EA	\$ 2,200.00		\$ 6,600.00
Hydrants	5	EA	\$ 3,000.00		\$ 15,000.00
			<b>Contingencies @ 10% +/-</b>		\$ 6,432.00
			<b>Construction Total</b>		\$ 70,752.00
			<b>35% Engineering, Administration, Etc.</b>		\$ 24,763.20
			<b>TOTAL</b>		\$ 95,515.20
<b>For Petition Use \$96,000.00</b>					



AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.  
Company

Bonnie R. D. Joss  
Authorized Signature

411 N. Webb Road

Wichita, Kansas  
Address

316-684-9600  
Telephone

Sworn to and subscribed before me this 23 day of November 2011.

Nancy Sweet, M.A.  
Deputy City Clerk

4  
**RECEIVED**

NOV 23 '11

**SANITARY SEWER PETITION**

To the Mayor and City Council  
Wichita, Kansas

**CITY CLERK OFFICE**

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

*Revises  
468-84770  
L2, M23, FMC*

**MONARCH LANDING THIRD ADDITION**

Lots 1 through 13, Block 1;

Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1; Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17, Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C"; Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft, together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1 together with West 26.50 ft of Lot 21, Block 1;

Lots 1 through 13, Block 2;

Lots 1 through 6, Block 3;

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

*(North of 21st,  
East of 159th St. East)*

- (a) That there be constructed a lateral sanitary sewer to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is One Hundred Fifty Five Thousand Dollars (\$155,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2011.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of

Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 13, Block 1; Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1; Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17, Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C"; Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft, together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1, together with West 26.50 ft of Lot 21, Block 1; Lots 1 through 13, Block 2; and Lots 1 through 6, Block 3; Monarch Landing Third Addition shall each pay 1/40 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. (a) It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
- (b) Signatures on this petition are made with full knowledge and understanding that said signatures constitute a waiver of the limitations contained in K.S.A. 13-1013, which appear to limit the assessment for a lateral sewer to not more than one lateral sewer.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

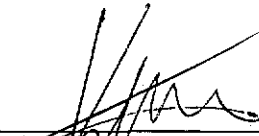
LEGAL DESCRIPTION	SIGNATURE	DATE
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**MONARCH LANDING THIRD ADDITION**

Lots 1 through 13, Block 1; Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1; Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17, Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C"; Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft, together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1 together with West 26.50 ft of Lot 21, Block 1; Lots 1 through 13, Block 2; and Lots 1 through 6, Block 3; Monarch Landing Third Addition, an addition to Wichita, Sedgwick County, Kansas.

**MONARCH LANDING, LLC,  
A Kansas Limited Liability Company**

By:

  
\_\_\_\_\_  
Kevin Mullen, President  
Ritchie Development Corporation, Manager

**MONARCH LANDING THIRD ADDITION  
SANITARY SEWER PETITION  
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
8" SS	2760	LF	\$ 20.00		\$ 55,200.00
Connection to Exist MH	3	LF	\$ 1,500.00		\$ 4,500.00
Manholes	15	EA	\$ 3,000.00		\$ 45,000.00
			<b>Contingencies @ 10% +/-</b>		\$ 10,470.00
			<b>Construction Total</b>		\$ 115,170.00
			<b>35% Engineering, Administration, Etc.</b>		\$ 40,309.50
			<b>TOTAL</b>		\$ 155,479.50
<b>For Petition Use \$155,000.00</b>					

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.  
Company

Bonnie Webb Joss  
Authorized Signature

411 N. Webb Road

Wichita, Kansas  
Address

316-684-9600  
Telephone

Sworn to and subscribed before me this 23 day of November 20 11.

Robert M. Mc  
Deputy City Clerk

RECEIVED

NOV 23 '11

STORM WATER SEWER PETITION

To the Mayor and City Council  
Wichita, Kansas

CITY CLERK OFFICE

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

*Revises  
468-84771  
SWS 6661*

MONARCH LANDING THIRD ADDITION

Lots 1 through 13, Block 1;

Lot 14, Block 1, Except East 4.63 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1; Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17, Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1 together with South 140.86 ft of Reserve "C"; Lot 19, Block 1 together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft, together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1 together with West 26.50 ft of Lot 21, Block 1;

Lots 1 through 13, Block 2;

Lots 1 through 6, Block 3;

do hereby petition pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

*(North of 21st,  
West of 159th St. East)*

- (a) That there be constructed a storm water sewer system to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvements is Two Hundred Seventy Seven Thousand Dollars (\$277,000.00), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2011.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design

Monarch Landing Third Addition – Storm Water Sewer Petition

GJA/cw 08640 REPETITION 468-84771

Page 1



and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 through 13, Block 1; and Lots 1 through 8, Block 2; Monarch Landing Third Addition shall each pay 373/10000 of the total cost payable by the improvement district. Lot 14, Block 1, Except East 4.63 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1; Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17, Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1 together with South 140.86 ft of Reserve "C"; Lot 19, Block 1 together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft, together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1 together with West 26.50 ft of Lot 21, Block 1; Monarch Landing Third Addition shall each pay 99/10,000 of the total cost payable by the improvement district. Lots 9 through 13, Block 2; and Lots 1 through 6, Block 3; Monarch Landing Third Addition shall each pay 125/10000 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

2. It is requested that the improvement hereby petitioned be made without notice and hearing, which, but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.
3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing Body commences consideration of the petition or later than seven (7) days after filing, whichever occurs first.
5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use if and when such improvements are necessary to serve any building that may be constructed on the real property after the date on this petition.

LEGAL DESCRIPTION	SIGNATURE	DATE
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**MONARCH LANDING, LLC,  
A Kansas Limited Liability Company**

By:

Page 4

**MONARCH LANDING THIRD ADDITION  
STORM WATER SEWER PETITION  
COST ESTIMATE**

Description	Quantity	Unit	Std Unit Price	Custom Unit Price	Extension
12" SWS	450	LF	\$ 30.00		\$ 13,500.00
15" SWS	265	LF	\$ 40.00		\$ 10,600.00
18" SWS	275	LF	\$ 45.00		\$ 12,375.00
24" SWS	40	LF	\$ 55.00		\$ 2,200.00
30" SWS	190	LF	\$ 75.00		\$ 14,250.00
36" SWS	205	LF	\$ 90.00		\$ 18,450.00
42" SWS	50	LF	\$ 110.00		\$ 5,500.00
48" SWS	40	LF	\$ 130.00		\$ 5,200.00
Excavation	5300	CY	\$ 3.00		\$ 15,900.00
Compacted Fill	5300	CY	\$ 2.00		\$ 10,600.00
Weir	1	LS	\$ 9,000.00		\$ 9,000.00
Bentonite	18	Tons	\$ 150.00		\$ 2,700.00
Bentonite Manipulation	1700	SY	\$ 2.00		\$ 3,400.00
Clearing and Restoration	1	LS	\$ 2,000.00		\$ 2,000.00
Curb Inlet	3	EA	\$ 3,000.00		\$ 9,000.00
Ditch/Bio-Swales	1	LS	\$ 10,000.00		\$ 10,000.00
Manholes/Area Inlet	12	EA	\$ 3,500.00		\$ 42,000.00
<b>Contingencies @ 10% +/-</b>					\$ 18,667.50
<b>Construction Total</b>					\$ 205,342.50
<b>35% Engineering, Administration, Etc.</b>					\$ 71,869.88
<b>TOTAL</b>					\$ 277,212.38

**For Petition Use \$277,000.00**

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.  
Company

Bonnie R. Moss  
Authorized Signature

411 N. Webb Road

Wichita, Kansas  
Address

316-684-9600  
Telephone

Sworn to and subscribed before me this 23 day of November 20 11.

T. Allen Sells, M.A.C.  
Deputy City Clerk

RECEIVED

PAVING PETITION

Phase 1

NOV 23 '11

To the Mayor and City Council  
Wichita, Kansas

CITY CLERK OFFICE

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

MONARCH LANDING THIRD ADDITION

Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1; Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17, Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C"; Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft, together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1 together with West 26.50 ft of Lot 21, Block 1;  
Lots 9 through 13, Block 2;  
Lots 1 through 6, Block 3;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

(North of 21st  
West of 159th St. East)

- (a) That there be constructed within the area described above, pavement on Camden Chase, from the west line of 159<sup>th</sup> Street East to the southwest corner of Lot 6, Block 3; and Paving Flutter Court from the east line of Flutter Lane for approximately 325 feet serving Lots 14 through 22, Block 1. That said pavement between aforesaid limits be constructed with plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas. Drainage to be installed where necessary.
- (b) That the estimated and probable cost of the foregoing improvement is Two Hundred Thirty Six Thousand Dollars (\$236,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after May 1, 2011.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In

Monarch Landing Third Addition - Paving Petition Phase 1

GJA/cw 08640 REPETITION 472-84999

Page 1

addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1; Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17, Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C"; Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft, together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1, together with West 26.50 ft of Lot 21, Block 1; Lots 9 through 13, Block 2; and Lots 1 through 6, Block 3; Monarch Landing Third Addition shall each pay 1/19 of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.



WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

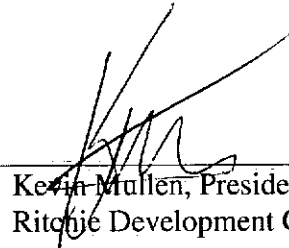
LEGAL DESCRIPTION	SIGNATURE	DATE
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**MONARCH LANDING THIRD ADDITION**

Lot 14, Block 1, Except East 4.64 ft; Lot 15, Block 1 together with East 4.64 ft of Lot 14, Block 1, and together with West 7.86 ft of Lot 16, Block 1; Lot 16, Block 1, Except West 7.86 ft, together with West 20.36 ft of Lot 17, Block 1; Lot 17, Block 1, Except West 20.36 ft, together with Reserve "C", Except South 140.86 ft; Lot 18, Block 1, together with South 140.86 ft of Reserve "C"; Lot 19, Block 1, together with East 19.50 ft of Lot 20, Block 1; Lot 20, Block 1, Except East 19.50 ft, together with Lot 21, Block 1, Except West 26.50 ft; Lot 22, Block 1 together with West 26.50 ft of Lot 21, Block 1; Lots 9 through 13, Block 2; and Lots 1 through 6, Block 3; Monarch Landing Third Addition, an addition to Wichita, Sedgwick County, Kansas.

**MONARCH LANDING; LLC,  
A Kansas Limited Liability Company**

By: \_\_\_\_\_

  
Kevin Mullen, President  
Ritche Development Corporation, Manager

**MONARCH LANDING THIRD ADDITION  
PAVING PETITION – Phase 1  
COST ESTIMATE**

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Std Unit Price</b>	<b>Custom Unit Price</b>	<b>Extension</b>
AC Pavement	3800	SY	\$ 15.00		\$ 57,000.00
Comb Curb and Gutter	2350	LF	\$ 12.00		\$ 28,200.00
Base Coarse	5200	SY	\$ 8.00		\$ 41,600.00
Valley Gutter	550	SY	\$ 35.00		\$ 19,250.00
Sidewalk	4200	SF	\$ 3.00		\$ 12,600.00
			<b>Contingencies @ 10% +/-</b>		\$ 15,865.00
			<b>Construction Total</b>		\$ 174,515.00
			<b>35% Engineering, Administration, Etc.</b>		\$ 61,080.25
			<b>TOTAL</b>		\$ 235,595.25

**For Petition Use \$236,000.00**

AFFIDAVIT

The undersigned, being first duly sworn on his oath, states: That he circulated the attached petition and that the signatures thereon are the genuine signatures of the persons they purport to be to the best of his knowledge and belief, being signed either in the presences of the undersigned or in the presence of one of the resident owners whose signature appears on the petition.

MKEC Engineering Consultants, Inc.  
Company

Bonnie R. [Signature]  
Authorized Signature

411 N. Webb Road

Wichita, Kansas  
Address

316-684-9600  
Telephone

Sworn to and subscribed before me this 23 day of November 20 11.

[Signature]  
Deputy City Clerk

The following deeds and easements have been recorded:

Drainage & Utility Easement from Hampton Square, LLC, a Kansas limited liability company dated December 8, 2011 for a tracts of land lying in Lot 1, 2 and 3, Block 1, Hampton Square Second Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 751500) No Cost to City

Drainage & Utility Easement from Hampton Square, LLC, a Kansas limited liability company dated December 8, 2011 for a tract of land lying in Lot 8, Block 2, Hampton Square Second Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 751500) No Cost to City

Drainage & Utility Easement from EPO, LLC, a Kansas limited liability company dated December 14, 2011 for a tract of land lying in Lot 5, Block 1, Hampton Square Second Addition, an addition to Wichita, Sedgwick County, Kansas (OCA 751500) No Cost to City

Drainage & Utility Easement from Kris L. Lemuz and Janise R. Lemuz, dated November 21, 2011 for a tract of land lying in the SE1/4 of Sec. 8, Twp. 28-S, R-1-E fo the 6<sup>th</sup> P.M., Sedgwick County, Kansas (OCA 607861) No Cost to City

## Statements of Cost:

### PAVING

- a. Paving on Candlewood, Candlewood Court and sidewalk to serve Avalon Park 3<sup>rd</sup> Additions (north of 37<sup>th</sup> Street North, east of Tyler). Total Cost - \$373,275.35 (plus idle fund interest - \$234.45, plus temporary note interest - \$590.20). Financing to be issued at this time - \$374,100.00 (766260/472-84221/490-278).
- b. Paving on City View, City View Circle and Jayson to serve The Woods Addition (east of 151<sup>st</sup> Street West, north of Maple). Total Cost - \$187,685.92 [plus idle fund interest – \$299.96, plus temporary note interest - \$114.12. Financing to be issued at this time - \$188,100.00. (766262/472-84360/490-280).
- c. Paving on 119<sup>th</sup> Court West to and including the turnaround and hammerheads to serve Koker Addition (north of Central, west of 119<sup>th</sup> Street West). Total Cost - \$140,402.45 (plus idle fund interest - \$65.66, plus temporary note interest - \$231.89). Financing to be issued at this time - \$140,700.00. (766258/472-84380/490-276).
- d. Paving on Victor from Hillside to the east line of Parkstone Addition; Rutan from Douglas to 1<sup>st</sup> Street; parking on the south side of 1<sup>st</sup> Street from the west line of Parkstone Addition (north of Douglas, east of Hillside). Total Cost - \$2,474,917.68 (plus idle fund interest - \$5,567.45, plus temporary note interest - \$25,014.87). Financing to be issued at this time - \$2,505,500.00. (766166/472-84571/490-184).
- e. Paving on Left Turn Lane on Maize Road (southbound), Decel Lane on Maize Road (northbound), and two drives off of 37<sup>th</sup> Street North (westbound traffic) to serve Stonebridge Commercial Addition (south of 37<sup>th</sup> Street North, east of Maize). Total Cost - \$287,978.04 (plus idle fund interest – \$309.17, plus temporary note interest - \$1,812.79). Financing to be issued at this time - \$290,100.00. (766235/472-84787/490-253).
- f. Paving on Angel Street, Kessler Street, Kessler Circle and Angel Court to serve Angel Fire Addition (north of 47<sup>th</sup> Street South, east of West Street). Total Cost - \$466,405.35 (plus idle fund interest – \$121.73, plus temporary note interest - \$772.92). Financing to be issued at this time - \$467,300.00 (766251/472-84886/490-269).
- g. Paving on Lark Court from the east line of Lark, east to and including the cul-de-sac to serve Steve Kelley 6<sup>th</sup> Addition (south of Kellogg, west of Maize). Total Cost - \$55,748.24 (plus idle fund interest – \$151.76, plus temporary note interest - \$0.00). Financing to be issued at this time - \$55,900.00 (766252/472-84889/490-270).

City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Intrust Bank Arena (World Wrestling Entertainment)  
(District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

---

**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure requests have been submitted:

**World Wrestling Entertainment February 4, 2012 7:00 am – February 5, 2012 2:00 am**

§ William Street, St. Francis Street to Commerce Street.

§ Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Goal Impact:** Enhance the Quality of Life for citizens through special events and activities.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** Community Events – Intrust Bank Arena (George Strait)  
(District I)

**INITIATED BY:** Division of Arts & Cultural Services

**AGENDA:** Consent

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**Recommendation:** Approve the request for temporary street closures.

**Background:** In accordance with the Community Events procedure, the event promoter, Tenille Matzek, Intrust Bank Arena Event Coordinator is coordinating with City of Wichita staff, subject to final approval by the City Council.

**Analysis:** The following street closure requests have been submitted:

**George Strait February 18, 2012 7:00 am – February 19, 2012 2:00 am**

§ William Street, St. Francis Street to Commerce Street.

§ Waterman Street, St. Francis Street to Emporia Street – West bound lane.

The event promoter will arrange to remove the barricades as necessary to allow emergency vehicle access during the entire designated time period. The barricades will be removed immediately upon completion of the event.

**Financial Consideration:** The event promoter is responsible for all costs associated with the special event.

**Goal Impact:** Enhance the Quality of Life for citizens through special events and activities.

**Legal Consideration:** There are no legal considerations.

**Recommendation/Actions:** It is recommended that the City Council approve the request subject to; (1) Hiring off-duty certified law enforcement officers as required; (2) Obtaining barricades to close the streets in accordance with requirements of Police, Fire and Public Works Department; and (3) Securing a Certificate of Liability Insurance on file with the Community Event Coordinator.

City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** I-235 By-Pass and 13th Street Floodway Crossing (Districts V & VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve city/county/state agreement.

**Background:** On March 10, 2009, the City Council approved the design concept for a bridge across the Wichita-Valley Center Floodway connecting the I-235 By-pass to 13<sup>th</sup> Street. On July 21, 2009, the City Council approved funding to design the project and to begin right-of-way acquisition. On October 25, 2011, the City Council approved funding to complete right-of-way acquisition and construct Phase 1 of the project, which is the improvement of the intersection of 13<sup>th</sup> and Ridge. The intersection improvement is needed to accommodate future traffic volume increases generated by the floodway crossing. A construction contract for the Phase 1 intersection improvement was awarded on December 13, 2011.

The Kansas Department of Transportation (KDOT) has agreed to administer the construction of the project. KDOT has also agreed to fund the cost of construction administration. A part of the project is the improvement of portions of Windmill Road and 13<sup>th</sup> Street, which are currently maintained by Sedgwick County. The County has agreed to continue to maintain that roadway after the improvement. An agreement has been prepared that formally establishes the responsibilities of the City, County and State.

**Analysis:** The project will provide a flyover at the Wichita-Valley Center Floodway that will connect north bound traffic on the I-235 By-pass to west bound traffic on 13<sup>th</sup> Street and east bound traffic on 13<sup>th</sup> Street to south bound traffic on I-235.

**Financial Considerations:** Funding for the City share of the project is included in the Proposed 2011-2020 Capital Improvement Program. The funding source is the Local Sales Tax. The project will be returned to the City Council at a future date for approval of the remaining construction budget.

**Goal Impact:** The project addresses the Efficient Infrastructure goal by providing an additional connection from the I-235 By-pass to west Wichita.

**Legal Considerations:** The agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement.



KDOT PROJECT NO. 235-87 KA-2040-01  
CONSTRUCTION  
WICHITA PROJECT NO 472-84817  
FLOODWAY CROSSING - PHASE III 1-235 TO 13<sup>TH</sup> STREET  
SEDGWICK COUNTY, KANSAS  
CITY OF WICHITA, KANSAS

## AGREEMENT

**PARTIES:** **DEBRA L. MILLER, Secretary of Transportation,** Kansas Department of Transportation (KDOT), hereinafter referred to as the "Secretary,"

**Sedgwick County, Kansas,** hereinafter referred to as the "County,"

**The City of Wichita, Kansas,** hereinafter referred to as the "City,"

**Collectively** referred to as the "Parties."

**PURPOSE:** The Secretary has authorized a project on the State Highway System, hereinafter referred to as the "Project." The City has requested the Project. The Secretary, the County, and the City are empowered by the laws of Kansas to enter into agreements for the construction and maintenance of state highways, county roads and city streets utilizing state, federal and local funds or a combination of funds. The City agrees to sponsor the Project, and the County agrees to the portion of the Project being constructed in the County.

**PROJECT:** The Secretary, the County, and the City desire to enter into this Agreement for the construction of the Project, which is described as follows:

Construction of a partial interchange at 1-235 and 13<sup>th</sup> Street.

### EFFECTIVE

**DATE:** The Parties in consideration of the premises and to secure the approval and construction of the Project shall mutually agree to perform in accordance with this Agreement as of the date signed by the Secretary or designee.

## ARTICLE I

### THE SECRETARY AGREES:

1. To provide technical information upon request to help the City to acquire rights of way in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Council of the Kansas Department of Transportation.

2. To let the contract for the Project and shall award the contract to the lowest responsible bidder upon concurrence in the award by the City. The Secretary further agrees, as agent

for the County and City, to administer the construction of the Project in accordance with the final design plans, and administer the payments due the contractor by the City.

3. The contractor shall be required to indemnify and save the Secretary and the County and City harmless from personal injury and property damage claims arising out of the act or omission of the contractor, the contractor's agent, subcontractors (at any tier), or suppliers (at any tier). If the Secretary, the County, and the City defend a third party's claim, the contractor shall indemnify the Secretary, the County, and the City for damages paid to the third party and all related expenses the Secretary, the County, and the City incur in defending the claim.

4. The Secretary shall not be responsible for the total actual costs of rights of way, utility adjustments, preliminary engineering, and construction (which includes the costs of all construction contingency items) for the Project. The Secretary shall be 100% responsible for the total actual costs of all construction engineering for the Project.

5. To provide the construction inspection for the Project.

6. The Secretary shall maintain or pay the City to maintain all portions of this Project covered under the city-connecting link agreement between the City and the Secretary. If necessary, the City and the Secretary will execute a new city-connecting link agreement to include the Project.

## ARTICLE II

### THE COUNTY AND THE CITY AGREE:

1. The Project shall be undertaken, prosecuted and completed for and on behalf of the County and City by the Secretary acting in all things as their agent, and the County and City hereby constitutes and appoints the Secretary as their agent, and all things hereinafter done by the Secretary in connection therewith are hereby by the County and City authorized, adopted, ratified and confirmed to the same extent and with the same effect as though done directly by the County and City acting in their own individual corporate capacity instead of by their agent.

2. A portion of the Project shall be constructed in the County.

3. All rights of way provided for the Project shall be used solely for public road purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the rights of way limits except as provided by state and federal laws.

4. To adopt all necessary ordinances and/or resolutions and to take such legal steps as may be required to give full effect to the terms of this Agreement.

## ARTICLE III

### THE CITY AGREES:

1. To design the Project or contract to have the Project designed in conformity with the state and federal design criteria appropriate for the Project in accordance with the current Project Development Manual for Non-National Highway System Local Government Road and Street

Projects, Volume I, Bureau of Local Project's (BLP's) project memorandums, memos, the KDOT Design Manual, Geotechnical Bridge Foundation Investigation Guidelines, Bureau of Design's road memorandums, the current version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD), Bureau of Traffic Engineering's TE Guidelines, and the current version of the KDOT Standard Specifications for State Road and Bridge Construction with Special Provisions, and any necessary Project Special Provisions with the rules and regulations of the Federal Highway Administration pertaining thereto.

2. To make or contract to have made design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Upon completion thereof, the design plans, specifications, estimates, surveys, and any necessary studies or investigations, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project shall be submitted to the Secretary by a licensed professional engineer attesting to the conformity of the design plans with the items in paragraph 1 above. Contracts between the City and any consultant retained by them to perform any of the services described or referenced in this paragraph for the Project covered by this Agreement shall contain language requiring conformity with paragraph 1 above. In addition, any contract between the City and any consultant retained by them to do the design for the Project covered by this Agreement shall also contain the following:

- a. Language requiring completion of all plan development stages no later than the current Project schedule's due dates as issued by KDOT, exclusive of delays beyond the consultant's control.
- b. Language requiring the consultant to submit to the City (and to the Secretary upon request) progress reports at monthly or at mutually agreed intervals in conformity with the official Project schedule.
- c. Language making the Secretary of Transportation of the State of Kansas a third party beneficiary in the agreement between the city/county and the consultant. Such language shall read:

Because of the Secretary of Transportation of the State of Kansas' (Secretary's) obligation to administer state funds, federal funds, or both, the Secretary shall be a third party beneficiary to this agreement between the City and the Consultant. This third party beneficiary status is for the limited purpose of seeking payment or reimbursement for damages and costs the Secretary or the City or both incurred or will incur because the Consultant failed to comply with its contract obligations under this Agreement or because of the Consultant's negligent acts, errors, or omissions. Nothing in this provision precludes the City from seeking recovery or settling any dispute with the Consultant as long as such settlement does not restrict the Secretary's right to payment or reimbursement.

3. The City and any consultant retained by the City shall have the sole responsibility for the adequacy and accuracy of design plans, specifications, estimates, and necessary surveys,

investigations and studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. The Secretary or his or her representatives' review of these items is not intended to and shall not be construed to be an undertaking of the City's and its consultant's duty to provide adequate and accurate design plans, specifications, estimates, and necessary surveys, investigations or studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project. Such reviews are not done for the benefit of the consultant, the construction contractor, the City, or other political subdivision, nor the traveling public. The Secretary makes no representation, express or implied warranty to any person or entity concerning the adequacy or accuracy of the design plans, specifications, estimates, and necessary surveys, investigations and studies, including, but not limited to, environmental, hydraulic, and geological investigations or studies for the Project, or any other work performed by the consultant or the City.

4. A duly appointed representative of the City is authorized to sign for the City any or all routine reports as may be required or requested by the Secretary in the completion of any project undertaken under this Agreement. The design plans must be signed and sealed by the licensed professional engineer responsible for preparation of the design plans. Geological investigations or studies must be signed and sealed by either a licensed geologist or licensed professional engineer in accordance with K.S.A. 74-7042, who is responsible for the preparation of the geological investigations or studies. Rights of way descriptions must be signed and sealed by a licensed land surveyor responsible for the preparation of the rights of way descriptions.

5. It will, in its own name, as required by law, acquire by purchase, dedication or condemnation all the rights of way, easements and access rights shown on the final design plans. The City agrees the necessary rights of way, easements, and access rights shall be acquired in compliance with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and administrative regulations contained in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs. The City shall certify to the Secretary such rights of way, easements and access rights have been acquired. The City further agrees it will have recorded in the Office of the Register of Deeds all rights of way, deeds, dedications, permanent easements and temporary easements.

6. The Parties mutually agree the City will provide relocation assistance for eligible persons as defined in the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended by the Surface Transportation and Uniform Relocation Assistance Act of 1987, and as provided in 49 C.F.R. pt. 24, entitled Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs, and in general accordance with K.S.A. 58-3501 to 58-3507, inclusive and Kansas Administrative Regulations 36-16-1 *et seq.*

7. The City further agrees to acquire rights of way, easements, and access rights in accordance with the laws and with procedures established by the Bureau of Right of Way and the Office of Chief Counsel of the Kansas Department of Transportation. The City agrees, copies of all documents including recommendations and coordination for appeals, bills, contracts, journal entries, case files or documentation requested by the Office of Chief Counsel will be sent to the Office of Chief Counsel within the time limits set by the Secretary.

8. It will move or adjust, or cause to be moved or adjusted, and will be responsible for such removal or adjustment of all existing fixtures, pole lines, pipe lines, meters, manholes and other utilities, publicly or privately owned, which may be necessary to construction of the Project in accordance with the final design plans. New or existing utilities have to be installed, moved or adjusted will be located or relocated in accordance with the current version of the Kansas Department of Transportation Utility Accommodation Policy (UAP) as amended or supplemented.

Except as provided by state and federal laws, the expense of the removal or adjustment of the utilities located on public right of way shall be borne by the owners. The expense of the removal or adjustment of privately owned utilities located on private rights of way or easements shall be borne by the City except as provided by state laws.

9. It will expeditiously take such steps as are necessary to facilitate the early adjustment of utilities, will initiate the removal or adjustment of the utilities, and will proceed with reasonable diligence to prosecute this work to completion. The City further agrees to move or adjust or cause to be moved or adjusted all necessary utilities sixty (60) days prior to the scheduled construction letting except those necessary to be adjusted during construction and those which would disturb the existing street surface. The City further agrees to certify to the Secretary on forms supplied by the Secretary, all utilities required to be moved prior to construction have either been moved or a date provided by the City as to when, prior to construction, they will be moved. The City will initiate and proceed to complete adjusting the remaining utilities not required to be moved during construction in order to ensure the contractor shall not be delayed in construction of the Project. The City will indemnify, hold harmless, and save the Secretary and the construction contractor for damages incurred by the Secretary and construction contractor because the utilities have not been moved or adjusted timely or accurately.

10. To furnish the Secretary a list of existing and known utilities affected, together with locations and proposed adjustments of the same and designate an individual to be responsible for coordinating the necessary removal or adjustment of utilities.

11. To certify to the Secretary, all privately owned utilities occupying public right of way required for the construction of the Project are permitted thereon by franchise, ordinance, agreement or permit and the instrument shall include a statement as to which party will bear the cost of future adjustments or relocations may be required as a result of street or highway improvements.

12. To be responsible for the total actual costs of rights of way, utility adjustments construction (which includes the costs of all construction contingency items), and preliminary engineering, for the Project. The City shall not be responsible for the total actual costs of construction engineering for the Project.

13. It will deposit with the Secretary its estimated share of the total Project expenses based upon estimated approved contract quantities. The City will remit its estimated share by the date indicated on the resolution form Authorization to Award Contract, Commitment of City Funds received by the City from the Secretary. The City shall deposit half of its estimated share of the total Project expenses fifty (50) days after the letting date. The remaining half of the City's estimated share of the total Project expenses shall be deposited with the Secretary a year after letting of the Project.

14. If any payment is due to the Secretary, such payment shall be made within thirty (30) days after receipt of a complete and final billing from the Secretary's Chief of Fiscal Services.

15. To adopt an ordinance requiring the removal of all encroachments either on or above the limits of the right of way shown on the final design plans for this Project and it will initiate and proceed with diligence to remove or require the removal of the encroachments. It is further agreed, all such encroachments be removed before the Project is advertised for letting (provided, however, if the Secretary is satisfied, with respect to any encroachment, the physical removal thereof has been fully provided for between the City and the owner thereof and will be accomplished within a time sufficiently short to present no hindrance or delay to the construction of the Project, the Secretary may cause the Project to be advertised for letting before such encroachment is fully removed). The City further agrees it will not in the future permit the erection of gas and fuel dispensing pumps upon the right of way of the Project and it will require any gas and fuel dispensing pumps erected, moved or installed along the Project be placed no less than twelve (12) feet back of the right of way line. All right of way provided for the Project shall be used solely for public street purposes and no signs, posters, billboards, roadside stands, fences, structures or other private installations shall be permitted within the right of way limits except as provided by state and federal laws.

16. The Secretary has no responsibility to locate any and all hazardous waste sites within the Project's rights of way, easements, and access rights acquired by the City. Further, the City agrees the Secretary shall not be responsible for any costs necessary to remedy or clean up any and all hazardous waste sites, including, but not limited to, leaking underground storage tanks discovered on rights of way, easements and access rights acquired by the City. The City shall be responsible to the Secretary for all damages, fines or penalties, expenses, claims and costs incurred by the Secretary from any hazardous waste site discovered on rights of way, easements and access rights acquired by the City prior to commencement of construction of the Project. The City shall take appropriate action to contain or remediate any identified hazardous waste site within the Project limits prior to letting of the Project. The City will investigate any and all hazardous waste sites discovered during construction of the Project on City land within the Project boundary and shall take appropriate action to contain or remediate such hazardous waste sites.

For any and all hazardous waste site, including but not limited to, leaking underground storage tanks, the City shall hold harmless, defend and indemnify the Secretary, its agents and employees against and from all damages, expenses and costs incurred by any person, the State of Kansas, or the United States Government for determining and undertaking remedial action, any fines or penalties assessed under state or federal laws, contract claims, personal injury claims, and damage of or loss of natural resources.

Any provision of this hazardous waste clause is not intended to make the public, or any member thereof, a third party beneficiary hereunder, or to authorize anyone not a party of this Agreement to maintain a suit for personal injuries, property damages, or hazardous waste claims. The duties, obligations and responsibilities of the Parties to this Agreement with respect to third parties shall remain as imposed by law.

The City by signing this Agreement with the Secretary has not repudiated, abandoned, surrendered, waived or forfeited its right to bring any action, seek indemnification or seek any other form of recovery or remedy against any third party responsible for any hazardous waste on any rights

of way, easements, and access rights acquired by the City. The City reserves the right to bring any action against any third party for any hazardous waste site on any rights of way, easements, and access rights acquired by the City.

The term hazardous waste includes, but is not limited to, any substance which meets the test of hazardous waste characteristics by exhibiting flammability, corrosivity, or reactivity, or which is defined by state and federal laws and regulations, and any pollutant or contaminant which may present an imminent and substantial danger to the public health or welfare. Any hazardous waste as defined by state and federal laws and regulations and amendments occurring after November 11, 1991, are incorporated by reference and include but not limited to: (1) 40 C.F.R. § 261 *et seq.*, Hazardous Waste Management System; Identification and Listing of Hazardous Waste; Toxicity Characteristics Revisions; Final Rule; (2) 40 C.F.R. § 280 *et seq.*, Underground Storage Tanks; Technical Requirements and State Program Approval; Final Rules; (3) 40 C.F.R. § 300, National Oil and Hazardous Substances Pollution Contingency Plan; Final Rule; and (4) K.S.A. 1990 Supp. 65-3431 *et seq.*, Hazardous Waste.

The standards to establish cleanup of a hazardous waste site include, but is not limited to, federal programs administered by the E.P.A., State of Kansas environmental laws and regulations, and city and county standards where the hazardous waste site is located.

17. Upon completion of the final design plans the City shall, at the City's expense, provide Secretary a final set of mylar design plans and a copy of all electronic microstation format files, including alignments, for the Secretary's records.

#### ARTICLE IV

##### THE COUNTY AGREES:

1. When the Project is completed and final acceptance is issued by the engineer the County will, at its own cost and expense, maintain 13<sup>th</sup> Street and Windmill Road, including but not limited to all traffic signals.
2. To maintain the control of access rights and to prohibit the construction or use of any entrances or access points along the Project within the City other than those shown on the final design plans, unless prior approval is obtained from the Secretary.

#### ARTICLE V

##### THE PARTIES MUTUALLY AGREE:

1. The City and Secretary have finalized a work zone and mobility document. Plans for handling traffic during construction must be included in the plans provided by the City and must be in conformity with the latest version, as adopted by the Secretary, of the Manual on Uniform Traffic Control Devices (MUTCD). Detour routes and road closings, if necessary, shall be noted on the design plans. The Secretary or his or her authorized representative may act as the County's and City's agent with full authority to determine the dates when any road closings shall commence and

terminate with input from the City. The Secretary or his or her authorized representative shall notify the County and City of the final determinations made pursuant to this section.

2. The final design plans for the Project are by reference made a part of this Agreement.

3. Maintenance and ownership of all lighting on the Project shall be handled as indicated on the final design plans. The Parties agree to maintain separate circuits for their respective lighting systems.

4. To maintain their respective portions of the Project as indicated on Exhibit A, which is attached hereto and hereby incorporated into this Agreement and made a part thereof

4. The location, form and character of informational, regulatory and warning signs, of traffic signals and of curb and pavement or other markings installed or placed by any public authority, or other agency as authorized by K.S.A. 8-2005, shall conform to the manual and specifications adopted under K.S.A. 8-2003, and any amendments thereto are incorporated by reference and shall be subject to the approval of the Federal Highway Administration.

5. The Special Attachment No. 1 attached hereto, pertaining to the implementation of the Civil Rights Act of 1964, is hereby made a part of this Agreement.

6. This Agreement and all contracts entered into under the provisions of this Agreement shall be binding upon the Secretary, the County, the City, and their successors in office.

7. No third party beneficiaries are intended to be created by this Agreement, nor do the Parties herein authorize anyone not a party to this Agreement to maintain a suit for damages pursuant to the terms or provisions of this Agreement.

8. The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this Agreement and made a part thereof.

9. This Agreement may be executed at different times and in any number of counterparts, each of which, when so executed, shall be deemed to be an original, and all of which taken together shall constitute one and the same agreement.

**The signature page immediately follows this paragraph.**



**IN WITNESS WHEREOF** the Parties hereto have caused this Agreement to be signed by their duly authorized officers on the day and year first written above.

ATTEST: BOARD OF COUNTY COMMISSIONERS

\_\_\_\_\_  
COUNTY CLERK (Date) CHAIRMAN

(SEAL) \_\_\_\_\_  
MEMBER

\_\_\_\_\_  
MEMBER


ATTEST: THE CITY OF WICHITA, KANSAS

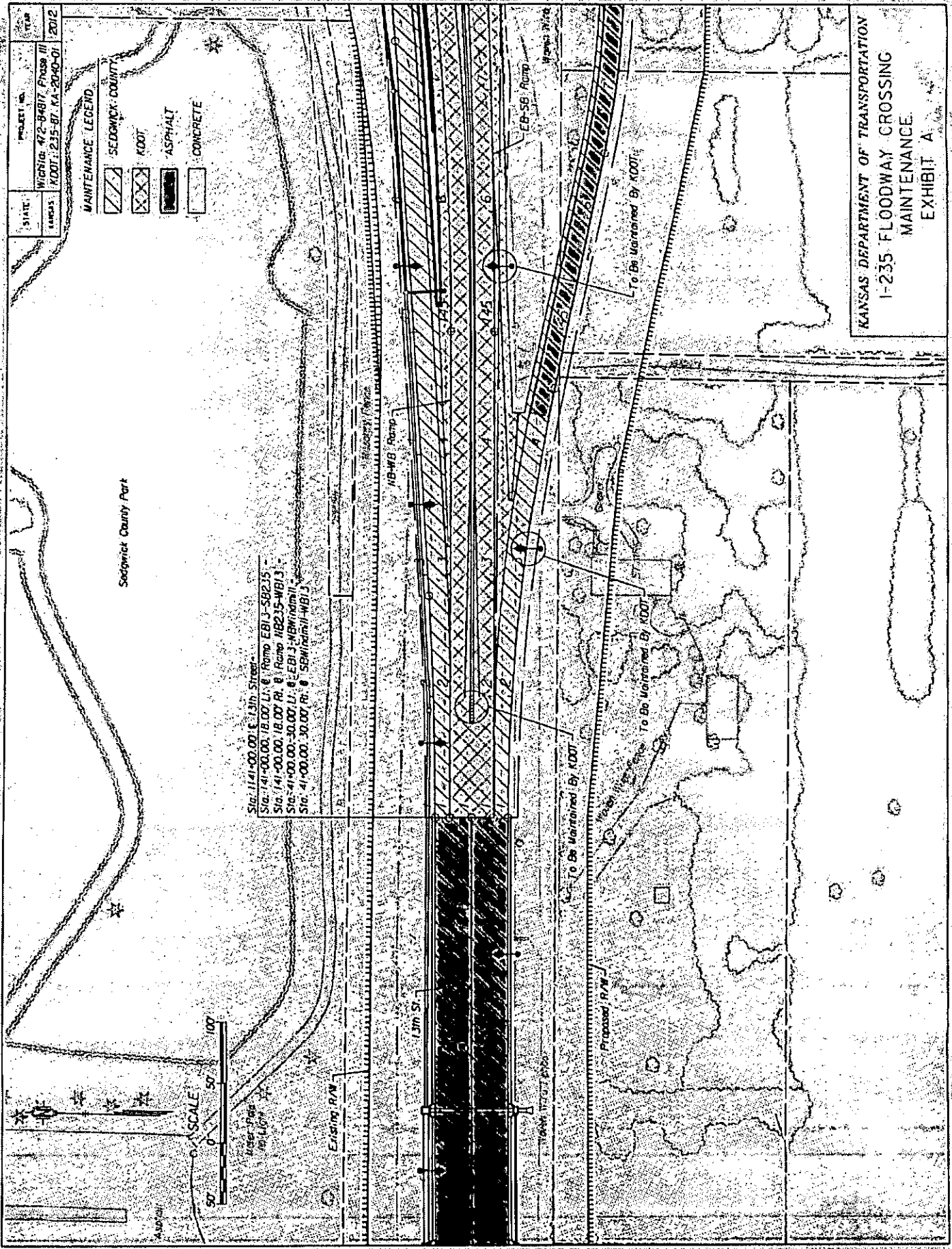
\_\_\_\_\_  
CITY CLERK (Date) MAYOR

(SEAL)

KANSAS DEPARTMENT OF TRANSPORTATION  
Debra L. Miller, Secretary of Transportation

BY: \_\_\_\_\_  
Jerome T. Younger, P.E. (Date)  
Deputy Secretary and  
State Transportation Engineer

APPROVED AS TO FORM:  
  
GARY E. REBENSTORF  
DIRECTOR OF LAW



KANSAS DEPARTMENT OF TRANSPORTATION  
I-235 FLOODWAY CROSSING  
MAINTENANCE  
EXHIBIT A

CONTRACTUAL PROVISIONS ATTACHMENT

Important: This form contains mandatory contract provisions and must be attached to or incorporated in all copies of any contractual agreement. If it is attached to the vendor/contractor's standard contract form, then that form must be altered to contain the following provision:

"The Provisions found in Contractual Provisions Attachment (Form DA-146a, Rev. 10-11), which is attached hereto, are hereby incorporated in this contract and made a part thereof."

The parties agree that the following provisions are hereby incorporated into the contract to which it is attached and made a part thereof, said contract being the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

1. **Terms Herein Controlling Provisions:** It is expressly agreed that the terms of each and every provision in this attachment shall prevail and control over the terms of any other conflicting provision in any other document relating to and a part of the contract in which this attachment is incorporated. Any terms that conflict or could be interpreted to conflict with this attachment are nullified.
2. **Kansas Law and Venue:** This contract shall be subject to, governed by, and construed according to the laws of the State of Kansas, and jurisdiction and venue of any suit in connection with this contract shall reside only in courts located in the State of Kansas.
3. **Termination Due To Lack Of Funding Appropriation:** If, in the judgment of the Director of Accounts and Reports, Department of Administration, sufficient funds are not appropriated to continue the function performed in this agreement and for the payment of the charges-hereunder, State may terminate this agreement at the end of its current fiscal year. State agrees to give written notice of termination to contractor at least 30 days prior to the end of its current fiscal year, and shall give such notice for a greater period prior to the end of such fiscal year as may be provided in this contract, except that such notice shall not be required prior to 90 days before the end of such fiscal year. Contractor shall have the right, at the end of such fiscal year, to take possession of any equipment provided State under the contract. State will pay to the contractor all regular contractual payments incurred through the end of such fiscal year, plus contractual charges incidental to the return of any such equipment. Upon termination of the agreement by State, title to any such equipment shall revert to contractor at the end of the State's current fiscal year. The termination of the contract pursuant to this paragraph shall not cause any penalty to be charged to the agency or the contractor.
4. **Disclaimer Of Liability:** No provision of this contract will be given effect that attempts to require the State of Kansas or its agencies to defend, hold harmless, or indemnify any contractor or third party for any acts or omissions. The liability of the State of Kansas is defined under the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.).
5. **Anti-Discrimination Clause:** The contractor agrees: (a) to comply with the Kansas Act Against Discrimination (K.S.A. 44-1001 et seq.) and the Kansas Age Discrimination in Employment Act (K.S.A. 44-1111 et seq.) and the applicable provisions of the Americans With Disabilities Act (42 U.S.C. 12101 et seq.) (ADA) and to not discriminate against any person because of race, religion, color, sex, disability, national origin or ancestry, or age in the admission or access to, or treatment or employment in, its programs or activities; (b) to include in all solicitations or advertisements for employees, the phrase "equal opportunity employer"; (c) to comply with the reporting requirements set out at K.S.A. 44-1031 and K.S.A. 44-1116; (d) to include those provisions in every subcontract or purchase order so that they are binding upon such subcontractor or vendor; (e) that a failure to comply with the reporting requirements of (c) above or if the contractor is found guilty of any violation of such acts by the Kansas Human Rights Commission, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration; (f) if it is determined that the contractor has violated applicable provisions of ADA, such violation shall constitute a breach of contract and the contract may be cancelled, terminated or suspended, in whole or in part, by the contracting state agency or the Kansas Department of Administration.

Contractor agrees to comply with all applicable state and federal anti-discrimination laws.

The provisions of this paragraph number 5 (with the exception of those provisions relating to the ADA) are not applicable to a contractor who employs fewer than four employees during the term of such contract or whose contracts with the contracting State agency cumulatively total \$5,000 or less during the fiscal year of such agency.

6. **Acceptance Of Contract:** This contract shall not be considered accepted, approved or otherwise effective until the statutorily required approvals and certifications have been given.
7. **Arbitration, Damages, Warranties:** Notwithstanding any language to the contrary, no interpretation of this contract shall find that the State or its agencies have agreed to binding arbitration, or the payment of damages or penalties. Further, the State of Kansas and its agencies do not agree to pay attorney fees, costs, or late payment charges beyond those available under the Kansas Prompt Payment Act (K.S.A. 75-6403), and no provision will be given effect that attempts to exclude, modify, disclaim or otherwise attempt to limit any damages available to the State of Kansas or its agencies at law, including but not limited to the implied warranties of merchantability and fitness for a particular purpose.
8. **Representative's Authority To Contract:** By signing this contract, the representative of the contractor thereby represents that such person is duly authorized by the contractor to execute this contract on behalf of the contractor and that the contractor agrees to be bound by the provisions thereof.
9. **Responsibility For Taxes:** The State of Kansas and its agencies shall not be responsible for, nor indemnify a contractor for, any federal, state or local taxes which may be imposed or levied upon the subject matter of this contract.
10. **Insurance:** The State of Kansas and its agencies shall not be required to purchase any insurance against loss or damage to property or any other subject matter relating to this contract, nor shall this contract require them to establish a "self-insurance" fund to protect against any such loss or damage. Subject to the provisions of the Kansas Tort Claims Act (K.S.A. 75-6101 et seq.), the contractor shall bear the risk of any loss or damage to any property in which the contractor holds title.
11. **Information:** No provision of this contract shall be construed as limiting the Legislative Division of Post Audit from having access to information pursuant to K.S.A. 46-1101 et seq.
12. **The Eleventh Amendment:** "The Eleventh Amendment is an inherent and incumbent protection with the State of Kansas and need not be reserved, but prudence requires the State to reiterate that nothing related to this contract shall be deemed a waiver of the Eleventh Amendment."
13. **Campaign Contributions / Lobbying:** Funds provided through a grant award or contract shall not be given or received in exchange for the making of a campaign contribution. No part of the funds provided through this contract shall be used to influence or attempt to influence an officer or employee of any agency or a member of the Legislature regarding any pending legislation or the awarding, extension, continuation, renewal, amendment or modification of any government contract, grant, loan, or cooperative agreement.

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN MINORITY  
POPULATIONS AND LOW INCOME POPULATIONS 1994, and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 355) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such Act, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively ensure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "Consultant" appears in the following "Nondiscrimination Clauses", the term "Consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the Consultant, or the Consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- 1) Compliance with regulations: The Consultant will comply with the regulations of the U.S. Department of Transportation relating to nondiscrimination in its federally-assisted programs and codified at Title 49, Code of Federal Regulations, Parts 21, 23 and 27, (hereinafter referred to as the "Regulations"). The Regulations are herein incorporated by reference and made a part of this contract.
- 2) Nondiscrimination: The Consultant, with regard to the work performed by the Consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including in the procurements of materials and leases of equipment. The Consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- 3) Solicitations for Subcontractors, including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the Consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the Consultant of the Consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.

- 4) **Information and Reports:** The Consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the Consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Consultant is in the exclusive possession of another who fails or refuses to furnish this information, the Consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- 5) **Employment:** The Consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- 6) **Sanctions for Noncompliance:** In the event of the Consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the Consultant under the contract until the Consultant complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- 7) **Disadvantaged Business Obligation**
  - (a) Disadvantaged Business as defined in the Regulations shall have a level playing field to compete for contracts financed in whole or in part with federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The Consultant, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Consultant shall carry out applicable requirements of 49 C.F.R. Part 26 in the award and administration of Federally-assisted contracts. Failure by the Consultant to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- 8) **Executive Order 12898**
  - (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the State of Kansas and use such information in complying with Executive Order 12898.
- 9) **Incorporation of Provisions:** The Consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The Consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a Consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Consultant may request the State to enter into such litigation to protect the interests of the State.

**City of Wichita  
City Council Meeting  
January 24, 2012**

**TO:** Mayor and City Council

**SUBJECT:** Agreements for the Installation of Railroad Signals (Districts IV and VI)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the agreements.

**Background:** Representatives of the City, State, and Railroad Company reviewed the railroad crossing on Dodge Street between Walker and Orient; on St. Paul Street, north of Newell; and Athenian Street, north of Second Street. As a result of the reviews, the installation of railway-highway crossing signals, flashing light straight post type and gates, were recommended at these locations.

**Analysis:** The attached agreements authorize the recommended signal system installations. The Kansas & Oklahoma Railroad (K&O) will coordinate the installations of the signal systems. The proposed signal installation work should have minimal impact to the existing traffic at these locations.

**Financial Consideration:** The total cost of the proposed signal system improvements will be funded 100% using Federal Section 130 Funds. The estimated cost of the railroad-highway signal improvements is as follows:

Dodge Street, between Walker and Orient	\$220,237
St. Paul Street north of Newell	\$211,412
Athenian Street, north of Second Street	<u>\$210,289</u>
Total	\$641,938

The agreements obligate the City to install and maintain the necessary advance warning signs and pavement markings (if required) at the crossing areas. The advance warning signs are presently in place at these locations.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic safety at railroad crossings.

**Legal Consideration:** The Law Department has approved the agreements as to form.

**Recommendation/Actions:** It is recommended that the City Council approve the agreements and authorize the necessary signatures.

**Attachments:** Location map and agreements.

"SECRETARY'S ORIGINAL"

Agmt. No. 006113038

**A G R E E M E N T**

Kansas and Oklahoma  
Railroad Company  
Crossing Signals and Gates  
Crossing Surface

Project No. 87 X-0060-01  
HSIP-X006(001)  
Sedgwick County, Kansas

Agreement between the Kansas and Oklahoma Railroad Company, the City of Wichita, Sedgwick County, Kansas and the Secretary of Transportation of the State of Kansas, relative to the construction and maintenance of Highway Crossing Signals under Section 130, United States Code 23.

\* \* \* \* \*

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Kansas and Oklahoma Railroad Company, hereinafter referred to as the "Company", the City of Wichita, Sedgwick County, Kansas hereinafter referred to as the "City", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary".

**WITNESSETH:**

**WHEREAS**, the Secretary proposes to submit to the Federal Highway Administration of the United States Department of Transportation a project providing for the installation of railway-highway crossing signals, flashing light straight post type and gates at a grade crossing (DOT #445190L) on St. Paul Street in the City of Wichita, Sedgwick County, Kansas, said project to be known and designated as Project No. 87 X-0060-01; HSIP-X006(001) and more particularly described as follows:

at the intersection of St. Paul Street and the Company's tracks approximately 1300 feet west and 600 feet south of the Northeast Corner of Section 24, Township 27 South, Range 1 East, in the City of Wichita, Sedgwick County, Kansas,

and will recommend its approval for construction under Section 130, United States Code 23 and amendments thereto, and

**WHEREAS**, the locations for the warning devices were determined by a diagnostic team consisting of representatives of the Company, the City, and the Secretary, and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, and subject to the approval of the Federal Highway Administration, it is hereby agreed by the parties hereto:

1. The total cost of the project will be funded one-hundred percent (100%) using Federal Section 130 Funds, (except as noted in paragraph number 6), including preliminary engineering, construction, sales tax, users tax and such other items as are properly chargeable to the project under Section 130, United States Code 23 and amendments thereto.

2. The City will install and maintain the advance warning signs.

3. The Company will provide the Secretary with a copy of the bill of materials and the detailed estimate of the cost of the project. The estimate to be attached to and become a part of this agreement.

4. After being notified by the Secretary that the project has been approved and that work may begin, the Company will notify the Secretary's Metro Engineer at Wichita, Kansas, at least one week in advance of the date that work on the project is to be started, and should withdrawal from the project become necessary for any reason, the Company will each time notify the Secretary's Metro Engineer of the date that work on the project is to be resumed.

5. The Company, for the account of the Secretary, will purchase concrete crossing surface panels, cross-ties, and rail for the crossing.

6. The Company, at its own expense, agrees to remove the existing crossing surface, provide and place ballast, install crossties, rail and the new concrete crossing surface. The Company will also place temporary traffic control in accordance with the MUTCD.

7. The Company will remove the existing signals and install the new straight post signals and gates and make all connections necessary for their successful operation, and do all incidental and appurtenant work in accordance with the project and the "Manual on Uniform Traffic Control Devices". The Company will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Company in compliance with the provisions of 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I. Said Title 23 Code of Federal Regulations (23 C. F. R.) is by reference made a part of this agreement. If this work is to be done by a contractor paid under a contract let by the Company, prior written approval shall be obtained from the Secretary. The estimated schedule by the Company for the completion of the work for this project is one year from the date of this agreement.

8. The Company will keep detailed and accurate records of all labor, materials, supplies, incidentals and all other necessary costs involved in carrying out the work performed by the Company under the terms of this agreement, and will give access to such records at any time during regular office hours to any authorized representative of the Secretary or of the Federal Highway Administration, for a period of three years from the date final payment has been received by the Company.



9. Preparation of preliminary estimates, procurements, performance of work, expenditures, billing and reimbursement shall all be done in accordance with 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I.

10. To reimburse the Company within thirty (30) calendar days after receipt of the undisputed portion of any invoice for cost incurred for work done by the Company in accordance with the provisions of this Agreement except amounts retained from each billing and payment of the final billing pursuant to paragraph 11.

11. The Company will submit to the Secretary's Metro Engineer a final and complete billing of the incurred costs within one year after the completion of the work, and the Secretary will pay an amount equal to ninety-five percent (95%) of the total amount of each billing for this project pending final audit. Upon completion of final audit, the Secretary will reimburse the Company for the total amount of the final billing found eligible for payment under federal auditing standards, cost principles and regulations. The Company will reimburse the Secretary for one hundred percent (100%) of the amount of all items in the Company's bill which are found to be ineligible for payment under federal auditing standards, cost principles and regulations.

12. The Company shall have title to the signals and gates and crossing surface and at its own cost and expense will maintain the signals and gates and crossing surface and will make ample provision each year for such maintenance, provided, however, the Company shall be entitled to receive any contribution toward the cost of such maintenance as may be now, or hereafter made available by reason of any law, ordinance, regulation, order, grant or by other means or sources.

13. The parties hereto do hereby agree that the "Special Attachment No. 1" herewith, pertaining to the implementation of Title VI of the Civil Rights Act of 1964, is hereby made a part of this agreement.

14. The Company does agree that the "Special Attachment No. 2" herewith, pertaining to lobbying, is hereby made a part of this agreement.

15. It is further understood that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the City, Company and the Secretary and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their proper offices on the day and year first herein written.

DEBRA L. MILLER  
SECRETARY OF TRANSPORTATION

BY: DANIEL L. SCHERSCHLIGT, P.E.  
DIRECTOR OF ENGINEERING  
AND DESIGN

KANSAS AND OKLAHOMA  
RAILROAD COMPANY

BY: Anthony Co  
TITLE: Chief Engineer

ATTEST:

THE CITY OF WICHITA

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

Approved as to Form:

By: Gay E. Rumbautsky (M)

# PROPOSAL

C.D.L. ELECTRIC COMPANY  
Commercial and Industrial Wiring, Traffic and Railroad Signal Installations & Maintenance  
201 N Joplin, Pittsburg KS, 66762

PHONE: (620) 231-6420

FAX: (620) 231-6421

PROPOSAL SUBMITTED TO: Kansas and Oklahoma Railroad	PHONE: DATE: 8-02-11
STREET: 1825 West Harry Street	JOB NAME: N. St. Paul Road (445 190 L)
CITY: Wichita	JOB LOCATION: Wichita, KS
STATE, AND ZIP CODE: Kansas 67213	JOB NUMBER: TXP-003

We hereby submit specifications and estimates for:

TXP-003, N. St. Paul Road, Wichita, KS – (445 190 L)

A new railroad/highway grade crossing surface will be furnished and installed at the above location. The new crossing surface will consist of pre-cast concrete panels installed per the manufacturer's guidelines. The length of the new surface will be approximately 56.875' and the scope of work will include the following:

- Removal and proper disposal of old crossing surface material including ballast
- Prepare site so new crossing surface will be at proper grade and alignment with roadway surface
- Install new clean railroad ballast within the limits of the new surface
- Supply proper adequate drainage
- Replace all ties within the limits of the crossing surface with new 7"x9"x10' ties
- Replace 5 leading ties on either side of new surface panels with new 7"x9"x10' ties
- Replace tie plates, as needed with new double shoulder tie plates
- Replace the limits of the crossing surface with 115# RE rail unless otherwise specified
- Install six rail spikes for each new tie
- Box anchor each tie replaced
- Weld all joints within the limits of the new crossing surface and extending within 20' of new surface
- Install new pre-cast insulated concrete crossing surface panels, 8'-1/2" or 9' standard lengths
- Install asphalt within the limits of the new surface to provide proper transition with roadway (2" depth)
- Use track tamper as needed within the limits of the project.

C.D.L. Electric, Inc. proposes to furnish and install a new pre-cast concrete highway grade crossing surface as described above for the sum of \$42,087.00.

**Forty-Two Thousand, Eighty-Seven Dollars 00/100**

The Price Breakdown Is As Follows:

Material:	\$27,357.00
Labor/Equipment:	\$12,626.00
Ballast	\$2,104.00
Est. Applicable Taxes:	\$3,577.00

Total Selling Price: \$45,664.00

This price is valid for 60 (sixty) days and does not include associated costs for road closure or related detours. Necessary road closures and detours will be charged as a separate additional fee. Payment terms for this proposed work are: **Net Due 30 Days from Invoice Date.**

# PROPOSAL

TXP-003, N. St. Paul Road, Wichita, KS – (445 190 L) - Continued

Additional asphalt, ballast or track material/components not listed or identified within this proposal will be billed as an additional charge on the final invoice. Additional mobilization charges for materials and equipment may be billed as an additional charge on the final invoice. Additional charges may also apply for work performed on weekends or where special arrangements other than normal working hours are required.

Any underground utilities that may interfere with the installation of the proposed grade crossing surface must be relocated at the expense of others. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) required to relocate utilities at this location.

<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>U/M</u>
PRECAST CONCRETE CROSSING SURFACE PANEL SET (8'-1/2" OR 9' LF)	7	ST
RAIL, 115 RE – NEW OR NO. 1 RELAY	156	FT
WELD	6	EA
TIE, 7" X 9" X 10', NEW	46	EA
TIE PLATE, DOUBLE SHOULDER, 115#RE	92	EA
SPIKE, 5/8" X 6"	276	EA
ANCHOR, 115#RE	184	EA
BALLAST	1	LT

Authorized Signature For This Proposal:



All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposed amount. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal — the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature for Acceptance of Proposal: \_\_\_\_\_

Authorized Signature for Acceptance of Proposal: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

# PROPOSAL

C.D.L. ELECTRIC COMPANY

Commercial and Industrial Wiring, Traffic and Railroad Signal Installations & Maintenance  
201 N Joplin, Pittsburg KS, 66762

PHONE: (620) 231-6420

FAX: (620) 231-6421

PROPOSAL SUBMITTED TO: Kansas and Oklahoma Railroad	PHONE: 316-261-6161 DATE: 1-19-2011
STREET: 1825 West Harry Street	JOB NAME: N. St. Paul Road (445 190 L)
CITY: Wichita	JOB LOCATION: Wichita, KS
STATE, AND ZIP CODE: Kansas 67213	JOB NUMBER: RRP-206

We hereby submit specifications and estimates for:

RRP-206, North St. Paul Road, Wichita, KS - 445 190 L

A new railroad/highway grade crossing signal warning system will be designed and installed specifically for the location listed above. It will include a new pre-wired grade crossing control shelter with prediction type circuitry and flashing light/gate signal assemblies. The signal system will include items listed on the accompanying estimated material list.

The new signal assemblies will include automatic gates with 2-way 12" LED light units, a bell for one signal assembly, signs and swing-away gate arm saving devices. Each Signal assembly will also include a set of 1-way 12" side lights. Underground signal cable, rail bonds (as needed), foundations and grounding components will be included as well. New conduits will be furnished under the road and track as required. The new signal system will require commercial AC power and the existing meter service will be upgraded as needed. Guardrail for each signal assembly has also been included in this proposal. After the installation of the proposed signal system is complete, dress stone and grass seed will be placed, as needed, to properly finish the installation.

Commercial power (220V) must be readily available within 75' of the control shelter location. Any additional cost(s) associated with labor or material(s) to get 220 volt commercial power to the proposed AC meter service location is not included in this proposal and will be the responsibility of others at their expense.

Any overhead or underground utilities that may interfere with the installation or proper operation of the proposed signal system must be relocated at the expense of others. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) required to relocate utilities at this location.

If concrete, asphalt or any other type of roadway/walkway material must be removed for the proper installation and operation of the proposed signal system then additional charges may apply. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) to replace concrete, asphalt or any other type of roadway/walkway material removed during the installation process of the proposed signal material.

(continued on next page)

# PROPOSAL

RRP-206, North St. Paul Road, Wichita, KS - 445 190 L (continued)

Please Note: Proposed prices are valid for sixty (60) days from the date of this proposal. Beyond sixty days, prices are subject to change.

The Price Breakdown Is As Follows:

Material:	\$120,623.00
Labor:	\$57,773.00
Equipment:	\$21,420.00
Applicable Taxes:	\$11,596.00

Total Selling Price: \$211,412.00

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Two Hundred Eleven Thousand, Four Hundred Twelve Dollars and no/100 (\$211,412.00)

Please Note the following:

- (1) Terms: Net Due 30 Days from Invoice Date
- (2) This proposal may be withdrawn by us if not accepted within sixty (60) days.

Authorized Signature:



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All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal — the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

# PROPOSAL

RRP-206, North St. Paul Road, Wichita, KS - 445 190 L (continued)

<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>U/M</u>
CONTROL SHELTER, ALUM., W/ FNDS, FAN, AC ITEMS & ACCESSORIES	1	EA
TRAIN DETECTION DEVICE (MOTION/PREDICTOR)	1	EA
MDSA-1, MOTION DETECTOR SURGE ARRESTER	1	EA
SOLID STATE CROSSING CONTROLLER SSCCIIIA	1	EA
SURGE PANEL ASSMBLY, FOR ST SSCCIIIA	1	EA
CHARGER, BATTERY NRS 12/20, 20 AMP	1	EA
CHARGER, BATTERY NRS 12/40, 40 AMP	1	EA
BATTERY, ELM-240, 250 A.H., EXIDE	6	CL
BATTERY, ELM-340, 363 A.H., EXIDE	7	CL
TRAY, BATTERY, PLASTIC TYPE	4	EA
SHUNT, NARROW BAND	2	EA
TRANSFORMER, POWER OFF LIGHTING	1	EA
RELAY, MCKR (NON VITAL) MAINTAINER CALL/P.O. LIGHTS, w/ BASE	1	EA
POWER-OFF LIGHTS	2	EA
ARRESTERS	4	EA
EQUALIZER	2	EA
STICKER, LOCATION/CONTACT INFORMATION	1	EA
SHOP WIRING HDW., WIRE, TERM. EYES, TAGS, ETC.	1	LT
SERVICES, SHOP WIRING & TESTING SERVICES	1	LT
GATE ASSEMBLY, JCT. BOX, MAST, MECH., SIGN, CWTS. & 12" 2W LEDS	2	EA
BELL, ELECTRONIC 12V TYPE FOR 4"/5" MTG.	1	EA
EXTENSION ARM FOR SIDE LIGHT	2	EA
LIGHT ASSY. 12" 1-WAY LED	2	EA
GATE ARM, HI STRIPING, RED/WHITE ALTERNATING, (ADJ)	2	EA
LIGHT KIT FOR GATE ARM 4" INCANDESCENT (10V-25W)	2	EA
FOUNDATION, GALVANIZED STEEL 48" DEEP W/ 36" SQ. PLATE	2	EA
GATEKEEPER, SWING-A-WAY GATE ARM DEVICE	2	EA
WIRE, #10 AWG T.C. BLUE FOR WIRING SIGNALS	1	LT
CABLE, U.G. SIGNAL 7 COND. NO. 9 AWG SOLID	1	LT
CABLE, U.G. SIGNAL 5 COND. NO. 6 AWG SOLID	1	LT
TRACK WIRE NO. 6 TW. PR. DUPLEX	1	LT
CABLE, U.G. AC 3 COND. NO. 6 AWG SOLID (MIN.)	1	LT
BOND, WELD TYPE RAIL BOND	1	LT
BOND STRAND, S8 (3/16") TINNED SIGNAL STRAND W/ 4/64" BLACK INS.	1	LT
GROUND ROD, COPPER, 5/8" DIAMETER, 8' LENGTH - POINTED	4	EA
CLAMP, GROUND 5/8" SIZE	4	EA
TRACK CONNECTOR "BOOTLEG", WELD-WEB, 3/16" DIA., W/ 1" TAB, 4"	6	EA
RETAINER CLIP, CABLE (3/8" MAX. DIA.) TO RAIL - PERPINDICULAR	16	EA
SLEEVE COMPRESSION TYPE, 3/16" BOND STRAN TO #6 SOLID	6	EA
LOCK, HEX-HEAD	5	EA
GUARD RAIL ASSY. 1/2 CIRCLE - D.O.T. SPEC	2	EA
MISC. MATERIAL FOR FIELD INSTALLATION	2	LT
ENGINEERING SERVICES / CIRCUIT PLANS / AS-IN-SERVICE PLANS	1	LT

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
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MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,  
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### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

(Revised 07-29-1999)



hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) **Disadvantaged Business Obligation**

- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

"SECRETARY'S ORIGINAL"

Agmt. No. 006113035

**A G R E E M E N T**

Kansas and Oklahoma  
Railroad Company  
Crossing Signals and Gates  
Crossing Surface

Project No. 87 X-0059-01  
RRP-X005(901)  
Sedgwick County, Kansas

Agreement between the Kansas and Oklahoma Railroad Company, the City of Wichita, Sedgwick County, Kansas and the Secretary of Transportation of the State of Kansas, relative to the construction and maintenance of Highway Crossing Signals under Section 130, United States Code 23.

\* \* \* \* \*

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Kansas and Oklahoma Railroad Company, hereinafter referred to as the "Company", the City of Wichita, Sedgwick County, Kansas hereinafter referred to as the "City", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary".

**WITNESSETH:**

**WHEREAS**, the Secretary proposes to submit to the Federal Highway Administration of the United States Department of Transportation a project providing for the installation of railway-highway crossing signals, flashing light straight post type and gates in front of the existing cantilever signals at a grade crossing (DOT #445185P) on Athenian Street in the City of Wichita, Sedgwick County, Kansas, said project to be known and designated as Project No. 87 X-0059-01; RRP-X005(901) and more particularly described as follows:

at the intersection of Athenian Street and the Company's tracks approximately 1300 feet east and 3200 feet north of the Southwest Corner of Section 19, Township 27 South, Range 1 East, in the City of Wichita, Sedgwick County, Kansas,

and will recommend its approval for construction under Section 130, United States Code 23 and amendments thereto, and

**WHEREAS**, the locations for the warning devices were determined by a diagnostic team consisting of representatives of the Company, the City, and the Secretary, and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, and subject to the approval of the Federal Highway Administration, it is hereby agreed by the parties hereto:

1. The total cost of the project will be funded one-hundred percent (100%) using Federal Section 130 Funds, (except as noted in paragraph number 6), including preliminary engineering, construction, sales tax, users tax and such other items as are properly chargeable to the project under Section 130, United States Code 23 and amendments thereto.

2. The City will install and maintain the advance warning signs.

3. The Company will provide the Secretary with a copy of the bill of materials and the detailed estimate of the cost of the project. The estimate to be attached to and become a part of this agreement.

4. After being notified by the Secretary that the project has been approved and that work may begin, the Company will notify the Secretary's Metro Engineer at Wichita, Kansas, at least one week in advance of the date that work on the project is to be started, and should withdrawal from the project become necessary for any reason, the Company will each time notify the Secretary's Metro Engineer of the date that work on the project is to be resumed.

5. The Company, for the account of the Secretary, will purchase concrete crossing surface panels, cross-ties, and rail for the sidewalk crossing.

6. The Company, at its own expense, agrees to remove the existing crossing surface, provide and place ballast, install crossties, rail and the new concrete crossing surface. The Company will also place temporary traffic control in accordance with the MUTCD.

7. The Company will install the new straight post signals and gates in front of existing cantilevers and make all connections necessary for their successful operation, and do all incidental and appurtenant work in accordance with the project and the "Manual on Uniform Traffic Control Devices". The Company will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Company in compliance with the provisions of 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I. Said Title 23 Code of Federal Regulations (23 C. F. R.) is by reference made a part of this agreement. If this work is to be done by a contractor paid under a contract let by the Company, prior written approval shall be obtained from the Secretary. The estimated schedule by the Company for the completion of the work for this project is one year from the date of this agreement.

8. The Company will keep detailed and accurate records of all labor, materials, supplies, incidentals and all other necessary costs involved in carrying out the work performed by the Company under the terms of this agreement, and will give access to such records at any time during regular office hours to any authorized representative of the Secretary or of the Federal Highway Administration, for a period of three years from the date final payment has been received by the Company.

9. Preparation of preliminary estimates, procurements, performance of work, expenditures, billing and reimbursement shall all be done in accordance with 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I.

10. To reimburse the Company within thirty (30) calendar days after receipt of the undisputed portion of any invoice for cost incurred for work done by the Company in accordance with the provisions of this Agreement except amounts retained from each billing and payment of the final billing pursuant to paragraph 11.

11. The Company will submit to the Secretary's Metro Engineer a final and complete billing of the incurred costs within one year after the completion of the work, and the Secretary will pay an amount equal to ninety-five percent (95%) of the total amount of each billing for this project pending final audit. Upon completion of final audit, the Secretary will reimburse the Company for the total amount of the final billing found eligible for payment under federal auditing standards, cost principles and regulations. The Company will reimburse the Secretary for one hundred percent (100%) of the amount of all items in the Company's bill which are found to be ineligible for payment under federal auditing standards, cost principles and regulations.

12. The Company shall have title to the signals and gates and at its own cost and expense will maintain the signals and gates and will make ample provision each year for such maintenance, provided, however, the Company shall be entitled to receive any contribution toward the cost of such maintenance as may be now, or hereafter made available by reason of any law, ordinance, regulation, order, grant or by other means or sources.

13. The parties hereto do hereby agree that the "Special Attachment No. 1" herewith, pertaining to the implementation of Title VI of the Civil Rights Act of 1964, is hereby made a part of this agreement.

14. The Company does agree that the "Special Attachment No. 2" herewith, pertaining to lobbying, is hereby made a part of this agreement.

15. It is further understood that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the City, Company and the Secretary and their successors and assigns.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in triplicate by their proper offices on the day and year first herein written.

DEBRA L. MILLER  
SECRETARY OF TRANSPORTATION

BY: DANIEL L. SCHERSCHLIGT, P.E.  
DIRECTOR OF ENGINEERING  
AND DESIGN

KANSAS AND OKLAHOMA  
RAILROAD COMPANY

BY: Anthony G.  
TITLE: Chief Engineer

ATTEST:

THE CITY OF WICHITA

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

Approved as to Form:  
By: Day E. Rubenstufky CP

# PROPOSAL

C.D.L. ELECTRIC COMPANY

Commercial and Industrial Wiring, Traffic and Railroad Signal Installations & Maintenance  
201 N Joplin, Pittsburg KS, 66762

PHONE: (620) 231-6420

FAX: (620) 231-6421

PROPOSAL SUBMITTED TO: Kansas and Oklahoma Railroad	PHONE: DATE: 12-30-10
STREET: 1825 West Harry Street	JOB NAME: N. Athenian Street (445 185 P)
CITY: Wichita	JOB LOCATION: Wichita, KS
STATE, AND ZIP CODE: Kansas 67213	JOB NUMBER: RRP-205

We hereby submit specifications and estimates for:

RRP-205, N. Athenian Street, Wichita, KS – 445 185 P

A new railroad/highway grade crossing signal warning system will be designed and installed specifically for the location listed above. It will include a new pre-wired grade crossing control shelter with prediction type circuitry and flashing light/gate signal assemblies. The signal system will include items listed on the accompanying estimated material list.

The new signal assemblies will include automatic gates with 1-way 12" LED light units, and will be placed in front of the existing cantilever structures. In addition, new 12" LED light units for the existing cantilever structures, bells, signs and swing-away gate arm saving devices will be provided and installed. Underground signal cable, rail bonds (as needed), foundations and grounding components will be included as well. New conduits will be furnished under the road and track as required. The new signal system will require commercial AC power and the existing meter service will be upgraded if necessary. Guardrail for signal assemblies has not been included in this proposal. After the installation of the proposed signal system is complete, dress stone and grass seed will be placed, as needed, to properly finish the installation.

Commercial power (220V) must be readily available within 75' of the control shelter location. Any additional cost(s) associated with labor or material(s) to get 220 volt commercial power to the proposed AC meter service location is not included in this proposal and will be the responsibility of others at their expense.

Any overhead or underground utilities that may interfere with the installation or proper operation of the proposed signal system must be relocated at the expense of others. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) required to relocate utilities at this location.

If concrete, asphalt or any other type of roadway/walkway material must be removed for the proper installation and operation of the proposed signal system then additional charges may apply. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) to replace concrete, asphalt or any other type of roadway/walkway material removed during the installation process of the proposed signal material.

(continued on next page)



# PROPOSAL

RRP-205, N. Athenian Street, Wichita, KS – 445 185 P (continued)

- Please Note: Proposed prices are valid for sixty (60) days from the date of this proposal. Beyond sixty days, prices are subject to change.

The Price Breakdown Is As Follows:

Material:	\$121,421.00
Labor:	\$54,564.00
Equipment:	\$22,865.00
Applicable Taxes:	\$11,439.00

Total Selling Price: \$210,289.00

We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Two Hundred Ten Thousand, Two Hundred Eighty-Nine Dollars and no/100 (\$210,289.00)

Please Note the following:

- (1) Terms: Net Due 30 Days from Invoice Date
- (2) This proposal may be withdrawn by us if not accepted within sixty (60) days.

Authorized Signature:

*- Mark E. Smallwood*

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All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal — the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

# PROPOSAL

RRP-205, N. Athenian Street, Wichita, KS – 445 185 P (continued)

<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>U/M</u>
CONTROL SHELTER, ALUM., W/ FNDS, FAN, AC ITEMS & ACCESSORIES	1	EA
TRAIN DETECTION DEVICE (MOTION/PREDICTOR)	1	EA
MDSA-1, MOTION DETECTOR SURGE ARRESTER	1	EA
SOLID STATE CROSSING CONTROLLER SSCCIII	1	EA
SURGE PANEL ASSMBLY, FOR ST SSCCIII	1	EA
CHARGER, BATTERY NRS 12/20, 20 AMP	1	EA
CHARGER, BATTERY NRS 12/40, 40 AMP	1	EA
BATTERY, ELM-240, 250 A.H., EXIDE	6	CL
BATTERY, ELM-340, 363 A.H., EXIDE	7	CL
TRAY, BATTERY, PLASTIC TYPE	4	EA
SHUNT, NARROW BAND	2	EA
TRANSFORMER, POWER OFF LIGHTING	1	EA
RELAY, MCKR (NON VITAL) MAINTAINER CALL/P.O. LIGHTS, w/ BASE	1	EA
POWER-OFF LIGHTS	2	EA
ARRESTERS	4	EA
EQUALIZER	2	EA
STICKER, LOCATION/CONTACT INFORMATION	1	EA
SHOP WIRING HDW., WIRE, TERM. EYES, TAGS, ETC.	1	LT
SERVICES, SHOP WIRING & TESTING SERVICES	1	LT
GATE ASSEMBLY, JCT. BOX, MAST, MECH., SIGN, CWTS. & 12" 1W LEDS	2	EA
LIGHT ASSY, 2-WAY 12" LED	2	EA
LIGHT ASSY, 1-WAY 12" LED	2	EA
BELL, ELECTRONIC 12V TYPE FOR 4"5" MTG.	2	EA
GATE ARM, HI STRIPING, RED/WHITE ALTERNATING, (ADJ)	2	EA
LIGHT KIT FOR GATE ARM 4" INCANDESCENT (10V-25W)	2	EA
FOUNDATION, GALVANIZED STEEL 48" DEEP W/ 36" SQ. PLATE	2	EA
GATEKEEPER, SWING-A-WAY GATE ARM DEVICE	2	EA
WIRE, #10 AWG T.C. BLUE FOR WIRING SIGNALS	1	LT
CABLE, U.G. SIGNAL 7 COND. NO. 9 AWG SOLID	1	LT
CABLE, U.G. SIGNAL 5 COND. NO. 6 AWG SOLID	1	LT
TRACK WIRE NO. 6 TW. PR. DUPLEX	1	LT
CABLE, U.G. AC 3 COND. NO. 6 AWG SOLID (MIN.)	1	LT
BOND, WELD TYPE RAIL BOND	1	LT
BOND STRAND, S8 (3/16") TINNED SIGNAL STRAND W/ 4/64" BLACK INS.	1	LT
GROUND ROD, COPPER, 5/8" DIAMETER, 8' LENGTH - POINTED	4	EA
CLAMP, GROUND 5/8" SIZE	4	EA
TRACK CONNECTOR "BOOTLEG", WELD-WEB, 3/16" DIA., W/ 1" TAB, 4"	6	EA
RETAINER CLIP, CABLE (3/8" MAX. DIA.) TO RAIL - PERPINDICULAR	16	EA
SLEEVE COMPRESSION TYPE, 3/16" BOND STRAN TO #6 SOLID	6	EA
LOCK, HEX-HEAD	5	EA
MISC. MATERIAL FOR FIELD INSTALLATION	1	LT
ENGINEERING SERVICES / CIRCUIT PLANS / AS-IN-SERVICE PLANS	1	LT

# PROPOSAL

C.D.L. ELECTRIC COMPANY

Commercial and Industrial Wiring, Traffic and Railroad Signal Installations & Maintenance  
201 N Joplin, Pittsburg KS, 66762

PHONE: (620) 231-6420

FAX: (620) 231-6421

PROPOSAL SUBMITTED TO: Kansas and Oklahoma Railroad	PHONE: DATE: 8-01-11
STREET: 1825 West Harry Street	JOB NAME: Athenian Street Sidewalk (445 185 P)
CITY: Wichita	JOB LOCATION: Wichita, KS
STATE, AND ZIP CODE: Kansas 67213	JOB NUMBER: TXP-002

We hereby submit specifications and estimates for:

TXP-002, Athenian Street, Wichita, KS – 445 185 P (Sidewalk)

A new railroad/highway grade crossing surface will be furnished and installed at the above location. The new crossing surface will consist of pre-cast concrete panels installed per the manufacturer's guidelines. The length of the new surface will be approximately 09' and the scope of work will include the following:

- Removal and proper disposal of old crossing surface material including ballast
- Prepare site so new crossing surface will be at proper grade and alignment with roadway surface
- Install new clean railroad ballast within the limits of the new surface
- Supply proper adequate drainage
- Replace all ties within the limits of the crossing surface with new 7"x9"x10' ties
- Replace 5 leading ties on either side of new surface panels with new 7"x9"x10' ties
- Replace tie plates, as needed with new double shoulder tie plates
- Replace the limits of the crossing surface with 115# RE rail unless otherwise specified
- Install six rail spikes for each new tie
- Box anchor each tie replaced
- Weld all joints within the limits of the new crossing surface and extending within 20' of new surface
- Install new pre-cast insulated concrete crossing surface panels, 8'-1/2" or 9' standard lengths
- Install asphalt within the limits of the new surface to provide proper transition with roadway (2" depth)
- Use track tamper as needed within the limits of the project.

C.D.L. Electric, Inc. proposes to furnish and install a new pre-cast concrete highway grade crossing surface as described above for the sum of \$6,660.00.

**Six Thousand, Six Hundred Sixty Dollars 00/100**

The Price Breakdown Is As Follows:

Material:	\$4,329.00
Labor/Equipment:	\$1,998.00
Ballast	\$333.00
Est. Applicable Taxes:	\$566.00

Total Selling Price: \$7,226.00

This price is valid for 60 (sixty) days and does not include associated costs for road closure or related detours. Necessary road closures and detours will be charged as a separate additional fee. Payment terms for this proposed work are: Net Due 30 Days from Invoice Date.

# PROPOSAL


TXP-002, Athenian Street, Wichita, KS - 445 185 P (Sidewalk) - Continued

Additional asphalt, ballast or track material/components not listed or identified within this proposal will be billed as an additional charge on the final invoice. Additional mobilization charges for materials and equipment may be billed as an additional charge on the final invoice. Additional charges may also apply for work performed on weekends or where special arrangements other than normal working hours are required.

Any underground utilities that may interfere with the installation of the proposed grade crossing surface must be relocated at the expense of others. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) required to relocate utilities at this location.

<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>U/M</u>
PRECAST CONCRETE CROSSING SURFACE PANEL SET (8'-1/2" OR 9' LF)	1	ST
TIE, 7" X 9" X 10', NEW	16	EA
TIE PLATE, DOUBLE SHOULDER, 115#RE	32	EA
SPIKE, 5/8" X 6"	96	EA
ANCHOR, 115#RE	64	EA
BALLAST	1	LT

Authorized Signature For This Proposal:



All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the proposed amount. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner is to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal — the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature for Acceptance of Proposal: \_\_\_\_\_

Authorized Signature for Acceptance of Proposal: \_\_\_\_\_

Date of Acceptance: \_\_\_\_\_

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN  
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

### Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

(Revised 07-29-1999)

hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) Nondiscrimination: The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) Solicitations for Subcontractors, Including Procurements of Material and Equipment: In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) Information and Reports: The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) Employment: The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) Sanctions for Noncompliance: In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) Disadvantaged Business Obligation

- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

**CERTIFICATION FOR FEDERAL-AID CONTRACTS**

The prospective participant certifies, by signing and submitting this bid or proposal, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.



"CITY'S ORIGINAL"

Agmt. No. 006113034

**A G R E E M E N T**

Kansas and Oklahoma  
Railroad Company  
Crossing Signals and Gates

Project No. 87 X-0058-01  
RRP-X005(801)  
Sedgwick County, Kansas

Agreement between the Kansas and Oklahoma Railroad Company, the City of Wichita, Sedgwick County, Kansas and the Secretary of Transportation of the State of Kansas, relative to the construction and maintenance of Highway Crossing Signals under Section 130, United States Code 23.

\* \* \* \* \*

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the Kansas and Oklahoma Railroad Company, hereinafter referred to as the "Company", the City of Wichita, Sedgwick County, Kansas hereinafter referred to as the "City", and the Secretary of Transportation of the State of Kansas, hereinafter referred to as the "Secretary".

**WITNESSETH:**

**WHEREAS**, the Secretary proposes to submit to the Federal Highway Administration of the United States Department of Transportation a project providing for the installation of railway-highway crossing signals, flashing light straight post type and gates at a grade crossing (DOT #009369P) on Dodge Avenue in the City of Wichita, Sedgwick County, Kansas, said project to be known and designated as Project No. 87 X-0058-01; RRP-X005(801) and more particularly described as follows:

at the intersection of Dodge Avenue and the Company's tracks approximately 1100 feet north and 600 feet east of the Southeast Corner of Section 30, Township 27 South, Range 1 East, in the City of Wichita, Sedgwick County, Kansas,

and will recommend its approval for construction under Section 130, United States Code 23 and amendments thereto, and

**WHEREAS**, the locations for the warning devices were determined by a diagnostic team consisting of representatives of the Company, the City, and the Secretary, and

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants herein contained, and subject to the approval of the Federal Highway Administration, it is hereby agreed by the parties hereto:

1. The total cost of the project will be funded one-hundred percent (100%) using Federal Section 130 Funds, including preliminary engineering, construction, sales tax, users tax and such other items as are properly chargeable to the project under Section 130, United States Code 23 and amendments thereto.

2. The City will install and maintain the advance warning signs.
3. The Company will provide the Secretary with a copy of the bill of materials and the detailed estimate of the cost of the project. The estimate to be attached to and become a part of this agreement.
4. After being notified by the Secretary that the project has been approved and that work may begin, the Company will notify the Secretary's Metro Engineer at Wichita, Kansas, at least one week in advanced of the date that work on the project is to be started and should withdrawal from the project become necessary for any reason, the Company will each time notify the Secretary's Metro Engineer of the date that work on the project is to be resumed.
5. The Company will remove the existing signals and will install the new straight post signals and gates and make all connections necessary for their successful operation, and do all incidental and appurtenant work in accordance with the project and the "Manual on Uniform Traffic Control Devices". The Company will furnish all of the material and do all of the work with its own forces, or the work may be done by a contractor paid under a contract let by the Company in compliance with the provisions of 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I. Said Title 23 Code of Federal Regulations (23 C. F. R.) is by reference made a part of this agreement. If this work is to be done by a contractor paid under a contract let by the Company, prior written approval shall be obtained from the Secretary. The estimated schedule by the Company for the completion of the work for this project is one year from the date of this agreement.
6. The Company will keep detailed and accurate records of all labor, materials, supplies, incidentals and all other necessary costs involved in carrying out the work performed by the Company under the terms of this agreement, and will give access to such records at any time during regular office hours to any authorized representative of the Secretary or of the Federal Highway Administration, for a period of three years from the date final payment has been received by the Company.
7. Preparation of preliminary estimates, procurements, performance of work, expenditures, billing and reimbursement shall all be done in accordance with 23 C. F. R., Chapter I, Subchapter B, Part 140, Subpart I.
8. To reimburse the Company within thirty (30) calendar days after receipt of the undisputed portion of any invoice for cost incurred for work done by the Company in accordance with the provisions of this Agreement except amounts retained from each billing and payment of the final billing pursuant to paragraph 9.
9. The Company will submit to the Secretary's Metro Engineer a final and complete billing of the incurred costs within one year after the completion of the work, and the Secretary will pay an amount equal to ninety-five percent (95%) of the total amount of each billing for this project pending final audit. Upon

completion of final audit, the Secretary will reimburse the Company for the total amount of the final billing found eligible for payment under federal auditing standards, cost principles and regulations. The Company will reimburse the Secretary for one hundred percent (100%) of the amount of all items in the Company's bill which are found to be ineligible for payment under federal auditing standards, cost principles and regulations.

10. The Company shall have title to the signals and gates and at its own cost and expense will maintain the signals and gates and will make ample provision each year for such maintenance, provided, however, the Company shall be entitled to receive any contribution toward the cost of such maintenance as may be now, or hereafter made available by reason of any law, ordinance, regulation, order, grant or by other means or sources.

11. The parties hereto do hereby agree that the "Special Attachment No. 1" herewith, pertaining to the implementation of Title VI of the Civil Rights Act of 1964, is hereby made a part of this agreement.

12. The Company does agree that the "Special Attachment No. 2" herewith, pertaining to lobbying, is hereby made a part of this agreement.

13. It is further understood that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the City, Company and the Secretary and their successors and assigns.

**IN WITNESS WHEREOF**, the parties hereto have caused this agreement to be executed in triplicate by their proper offices on the day and year first herein written.

DEBRA L. MILLER  
SECRETARY OF TRANSPORTATION

BY:

DANIEL L. SCHERSCHLIGT, P.E.  
DIRECTOR OF ENGINEERING  
AND DESIGN

the above instrument is approved as to form  
this 20th day of May 2011  
by [Signature]  
[Stamp]

KANSAS AND OKLAHOMA  
RAILROAD COMPANY

BY:

[Signature]

TITLE: Senior Chief Engineer

ATTEST:

THE CITY OF WICHITA

\_\_\_\_\_  
CITY CLERK

\_\_\_\_\_  
MAYOR

## KANSAS DEPARTMENT OF TRANSPORTATION

Special Attachment  
To Contracts or Agreements Entered Into  
By the Secretary of Transportation of the State of Kansas

NOTE: Whenever this Special Attachment conflicts with provisions of the Document to which it is attached, this Special Attachment shall govern.

THE CIVIL RIGHTS ACT OF 1964, and any amendments thereto,  
REHABILITATION ACT OF 1973, and any amendments thereto,  
AMERICANS WITH DISABILITIES ACT OF 1990, and any amendments thereto,  
AGE DISCRIMINATION ACT OF 1975, and any amendments thereto,  
EXECUTIVE ORDER 12898, FEDERAL ACTIONS TO ADDRESS ENVIRONMENTAL JUSTICE IN  
MINORITY POPULATIONS AND LOW INCOME POPULATIONS (1994), and any amendments thereto,  
49 C.F.R. Part 26.1 (DBE Program), and any amendments thereto

### NOTIFICATION

The Secretary of Transportation for the State of Kansas, in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 (78 Stat. 252), §504 of the Rehabilitation Act of 1973 (87 Stat. 3555) and the Americans with Disabilities Act of 1990 (42 USC 12101), the Age Discrimination Act of 1975 (42 USC 6101), the Regulations of the U.S. Department of Transportation (49 C.F.R., Part 21, 23, and 27), issued pursuant to such ACT, Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low Income Populations (1994), and the DBE Program (49 C.F.R., Part 26.1), hereby notifies all contracting parties that, the contracting parties will affirmatively insure that this contract will be implemented without discrimination on the grounds of race, religion, color, gender, age, disability, national origin, or minority populations and low income populations as more specifically set out in the following seven "Nondiscrimination Clauses".

### CLARIFICATION

Where the term "consultant" appears in the following seven "Nondiscrimination Clauses", the term "consultant" is understood to include all parties to contracts or agreements with the Secretary of Transportation of the State of Kansas.

#### Nondiscrimination Clauses

During the performance of this contract, the consultant, or the consultant's assignees and successors in interest (hereinafter referred to as the "Consultant"), agrees as follows:

- (1) Compliance with Regulations: The consultant will comply with the Regulations of the U. S. Department of Transportation relative to nondiscrimination in federally-assisted programs of the U.S. Department of Transportation (Title 49, Code of Federal Regulations, Parts 21, 23 and 27,

(Revised 07-29-1999)

hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

- (2) **Nondiscrimination:** The consultant, with regard to the work performed by the consultant after award and prior to the completion of the contract work, will not discriminate on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The consultant will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.
- (3) **Solicitations for Subcontractors, Including Procurements of Material and Equipment:** In all solicitations, either competitive bidding or negotiation made by the consultant for work to be performed under a subcontract including procurements of materials and equipment, each potential subcontractor or supplier shall be notified by the consultant of the consultant's obligation under this contract and the Regulations relative to nondiscrimination on the grounds of race, religion, color, gender, age, disability, national origin or minority populations and low income populations.
- (4) **Information and Reports:** The consultant will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and the Secretary of the Transportation of the State of Kansas will be permitted access to the consultant's books, records, accounts, other sources of information, and facilities as may be determined by the Secretary of Transportation of the State of Kansas to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a consultant is in the exclusive possession of another who fails or refuses to furnish this information, the consultant shall so certify to the Secretary of Transportation of the State of Kansas and shall set forth what efforts it has made to obtain the information.
- (5) **Employment:** The consultant will not discriminate against any employee or applicant for employment because of race, religion, color, gender, age, disability, or national origin.
- (6) **Sanctions for Noncompliance:** In the event of the consultant's noncompliance with the nondiscrimination provisions of this contract, the Secretary of Transportation of the State of Kansas shall impose such contract sanctions as the Secretary of Transportation of the State of Kansas may determine to be appropriate, including, but not limited to,
  - (a) withholding of payments to the consultant under the contract until the contractor complies, and/or
  - (b) cancellation, termination or suspension of the contract, in whole or in part.
- (7) **Disadvantaged Business Obligation**

- (a) Disadvantaged Businesses as defined in the Regulations, shall have a level playing field to compete fairly for contracts financed in whole or in part with Federal funds under this contract.
  - (b) All necessary and reasonable steps shall be taken in accordance with the Regulations to ensure that Disadvantaged Businesses have equal opportunity to compete for and perform contracts. No person(s) shall be discriminated against on the basis of race, color, gender, or national origin in the award and performance of federally-assisted contracts.
  - (c) The contractor, sub recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Federally-assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy, as the recipient deems appropriate.
- (8) Executive Order 12898
- (a) To the extent permitted by existing law, and whenever practical and appropriate, all necessary and reasonable steps shall be taken in accordance with Executive Order 12898 to collect, maintain, and analyze information on the race, color, national origin and income level of persons affected by programs, policies and activities of the Secretary of Transportation of the state of Kansas and use such information in complying with this Order.
- (9) Incorporation of Provisions: The consultant will include the provisions of paragraphs (1) through (8) in every subcontract, including procurements of materials and equipment, unless exempt by the Regulations, order, or instructions issued pursuant thereto. The consultant will take such action with respect to any subcontract or procurement as the Secretary of Transportation of the State of Kansas may direct as a means of enforcing such provisions including sanctions for noncompliance: PROVIDED, however, that, in the event a consultant becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the consultant may request the State to enter into such litigation to protect the interests of the State.

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- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The prospective participant also agrees by submitting his or her bid or proposal that he or she shall require that the language of this certification be included in all lower tier subcontracts, which exceed \$100,000 and that all such subrecipients shall certify and disclose accordingly.

# Diagnostic Team On-site Report

Location Data									
Review Date: <u>5-18-10</u>			Road: <u>Dodge Ave.</u>		DOT No: <u>009369P</u>				
Initiated By: Local <input type="checkbox"/> Railroad <input type="checkbox"/>			County: <u>Sedgewick</u>		Railroad: <u>K&amp;O</u>				
State <input checked="" type="checkbox"/> Other <input type="checkbox"/>			City: <u>Wichita</u>		Milepost: <u></u>				
Attendance Data									
Name					Affiliation				
<u>Gary Farlow</u>					<u>KDOT</u>				
<u>Mark Smallwood, Rod Berry, Jason Mill</u>					<u>CDL</u>				
<u>Herb Lamkin</u>					<u>K&amp;O</u>				
<u>Mickey Thull</u>					<u>City</u>				
Railroad Data									
Daily Train Movements				Type and Number of Tracks					
From:	Inventory	Railroad	Main Track:	<u>1</u>	Siding:	<u>—</u>	Spur:	<u>—</u>	
Thru Trains:	<u>2</u>	<u>3-5</u>	Amtrack:	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	Can two trains occupy crossing?				
Switch Trains:	<u>0</u>	<u>0</u>	Train Speed:	<u>10 mph</u>	<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No				
Track			Crossing Surface Type		Length		Condition		
<u>Main</u>			<u>Concrete (Insulated)</u>		<u>40'</u>		<u>Good</u>		
Roadway Data									
ADT	Roadway Type:		<u>Carri.</u>		Agency having jurisdiction:		<u>City</u>		
<u>951</u>	Condition:		<u>Good</u>		School Bus Operate:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
Angle	Width:		<u>32'</u>		Hazardous Materials:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		
<u>75-90</u>	Curb & Gutter:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Shoulder:		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
Speed Limit:	Sidewalk:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Shoulder Surfaced:		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>		
<u>25</u>	Pedestrians:		Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>		Shoulder Width:		<u>—</u>		
Existing Warning Device Data									
Type:	Yes	No	Quantity	Other: (circle if applicable)					
Advance Warning Signs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2</u>	<div style="border: 1px solid black; border-radius: 50%; padding: 5px; display: inline-block;">                     Motion Sensing Circuitry                 </div> AC/DC Circuitry Wigwag "No Turn" Signs Illumination Flagged by Railroad Pre-empted with Highway Traffic Signals Yield Signs Stop Signs Stop Ahead Signs					
Pavement Markings	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>2</u>						
Crossbuck Signs	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2</u>						
Number of Track Signs	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u>1</u>						
Inventory Tags	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>1</u>						
Signal Type:	Lense								
Straight Post	8" <input type="checkbox"/> 12" <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<u>2</u>					
Cantilever	8" <input type="checkbox"/> 12" <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u> </u>					
Side Lights	8" <input type="checkbox"/> 12" <input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u> </u>					
Gates	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<u> </u>						
Area Data									
Location of nearby schools: <u> </u>									
New developments that could effect ADT? <u> </u>									
Can roadway alignment be accomplished to allow consolidation of crossings? <u> </u>									
Possible closures with a corridor? <u> </u>									
Planning any road construction in the future? <u> </u>									


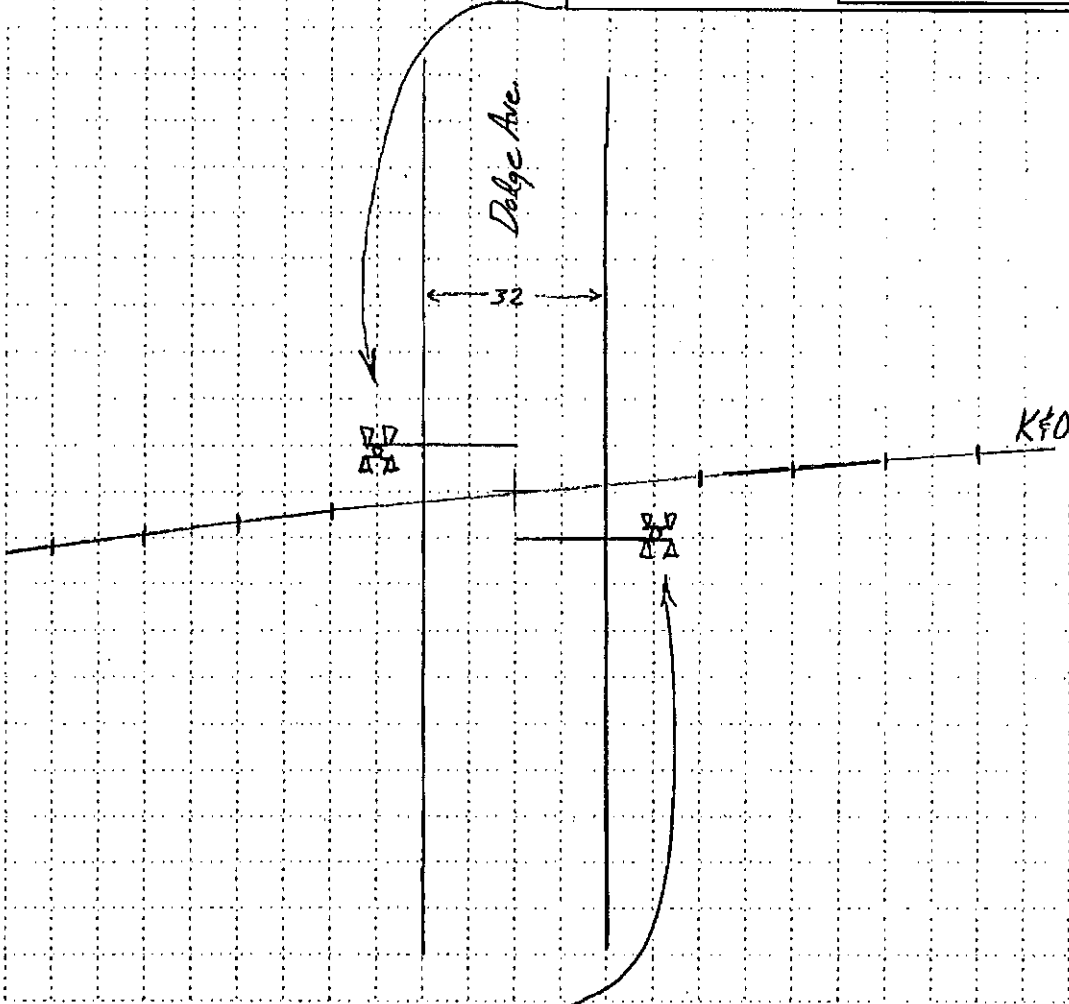


DOT No: 009369P

## Recommendations

Warning Device Type and Location: See Sketch Below		KDOT Sid. Guard Fence	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Crossing Surface:	OK	Bells	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pole Line Adjustment:	✓	Motion Sensing Devices	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Advance Warning Signs:	✓	Constant Warning Devices	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
Pavement Markings:	NA	Preempted	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Estimated Cost:		Control Box Location:	

## Existing Location Sketch &amp; Recommended Warning Devices

	Straight Post w/ <input checked="" type="checkbox"/> 20' Gate (LED lights) <input type="checkbox"/> Cantilever w/ <input type="checkbox"/> Gate (LED lights) <input checked="" type="checkbox"/> 15' From Centerline Track to (Signal) (Tip of Gate) <input checked="" type="checkbox"/> 43' From (Edge of Roadway) (Back of Curb) Additional Side Lights <input type="text"/>	
		
	Straight Post w/ <input checked="" type="checkbox"/> 20' Gate (LED lights) <input type="checkbox"/> Cantilever w/ <input type="checkbox"/> Gate (LED lights) <input checked="" type="checkbox"/> 15' From Centerline Track to (Signal) (Tip of Gate) <input checked="" type="checkbox"/> 43' From (Edge of Roadway) (Back of Curb) Additional Side Lights <input type="text"/>	
	Comments:	

Comments:

JIM L. KOWACH, P.E.

CHIEF, BUREAU OF DESIGN

BY:

*Gregg Furbush*  
 TECHNICIAN SPECIALIST  
 COORDINATING SECTION  
 (785) 298-3549

Interim Signing: ☐ Yield ☐ Stop ☒ Other NA

Installed by:

# PROPOSAL

C.D.L. ELECTRIC COMPANY

Commercial and Industrial Wiring, Traffic and Railroad Signal Installations & Maintenance  
201 N Joplin, Pittsburg KS, 66762

PHONE: (620) 231-6420

FAX: (620) 231-6421

PROPOSAL SUBMITTED TO: Kansas and Oklahoma Railroad	PHONE: DATE: 12-29-10
STREET: 1825 West Harry Street	JOB NAME: S. Dodge Ave. (009 369 P)
CITY: Wichita	JOB LOCATION: Wichita, KS
STATE, AND ZIP CODE: Kansas 67213	JOB NUMBER: RRP-204

We hereby submit specifications and estimates for:

RRP-204, S. Dodge Ave., Wichita, KS – 009 369 P

A new railroad/highway grade crossing signal warning system will be designed and installed specifically for the location listed above. It will include a new pre-wired grade crossing control shelter with prediction type circuitry. Flashing light/gate signal assemblies will also be provided. The signal system will include the items listed on the accompanying estimated material list.

The new signal assemblies will include automatic gates with 12" LED light units. One bell and necessary signs are included in the proposed price. Underground signal cable, rail bonds (as needed), foundations, and grounding components will be included as well. New conduits will be furnished under the road and tracks as required. The new signal system will require commercial AC power and the existing meter service will be upgraded as needed. Guardrail for signal assemblies has also been included in this proposal. After the installation of the proposed signal system is complete, dress stone and grass seed will be placed, as needed, to properly finish the installation. Insulated rail material is being provided as described in the accompanying material list for switches within the approach circuits. However, all installation of the insulated rail material is to be performed by others at their expense. C.D.L. Electric, Inc. will not install insulated track material or be responsible for the related installation cost.

Commercial power (220V) must be readily available within 75' of the control shelter location. Any additional cost(s) associated with labor or material(s) to get 220 volt commercial power to the proposed AC meter service location is not included in this proposal and will be the responsibility of others at their expense.

Any overhead or underground utilities that may interfere with the installation or proper operation of the proposed signal system must be relocated at the expense of others. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) required to relocate utilities at this location.

If concrete, asphalt or any other type of roadway/walkway material must be removed for the proper installation and operation of the proposed signal system then additional charges may apply. C.D.L. Electric, Incorporated will not be responsible for any cost(s) associated with labor or material(s) to replace concrete, asphalt or any other type of roadway/walkway material removed during the installation process of the proposed signal material.

(continued on next page)

# PROPOSAL

RRP-204, S. Dodge Ave., Wichita, KS – 009 369 P (continued)

Please Note: Proposed prices are valid for sixty (60) days from the date of this proposal. Beyond sixty days, prices are subject to change.

The Price Breakdown Is As Follows:

Material:	\$124,769.00
Labor:	\$57,773.00
Equipment:	\$25,830.00
Applicable Taxes:	\$11,865.00

Total Selling Price: \$220,237.00


We propose hereby to furnish material and labor – complete in accordance with above specifications, for the sum of:

Two Hundred Twenty Thousand, Two Hundred Thirty-Seven Dollars and no/100 (\$220,237.00)

Please Note the following:

- (1) Terms: Net Due 30 Days from Invoice Date
- (2) This proposal may be withdrawn by us if not accepted within sixty (60) days.

Authorized Signature:



---

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Acceptance of Proposal — the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Date of Acceptance: \_\_\_\_\_

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

# PROPOSAL

RRP-204, S. Dodge Ave., Wichita, KS – 009 369 P (continued)

<u>ITEM DESCRIPTION</u>	<u>QTY.</u>	<u>U/M</u>
CONTROL SHELTER, ALUM., W/ FNDS, FAN, AC ITEMS & ACCESSORIES	1	EA
TRAIN DETECTION DEVICE (MOTION/PREDICTOR)	1	EA
MDSA-1, MOTION DETECTOR SURGE ARRESTER	1	EA
SOLID STATE CROSSING CONTROLLER SSCCIIIA	1	EA
SURGE PANEL ASSMBLY, FOR ST SSCCIIIA	1	EA
CHARGER, BATTERY NRS 12/20, 20 AMP	1	EA
CHARGER, BATTERY NRS 12/40, 40 AMP	1	EA
BATTERY, ELM-240, 250 A.H., EXIDE	6	CL
BATTERY, ELM-340, 363 A.H., EXIDE	7	CL
TRAY, BATTERY, PLASTIC TYPE	4	EA
SHUNT, NARROW BAND	3	EA
TRANSFORMER, POWER OFF LIGHTING	1	EA
POWER-OFF LIGHTS	2	EA
ARRESTERS	4	EA
EQUALIZER	2	EA
SHOP WIRING HDW., WIRE, TERM. EYES, TAGS, ETC.	1	LT
SERVICES, SHOP WIRING & TESTING SERVICES	1	LT
GATE SIGNAL COMPLETE ASSY. W/ 2-WAY 12" LED, COMPLETE L/ARM	2	EA
BELL, ELECTRONIC 12V TYPE FOR 4"/5" MTG.	1	EA
GATE ARM, HI STRIPING, RED/WHITE ALTERNATING, (ADJ)	2	EA
LIGHT KIT FOR GATE ARM 4" INCANDESCENT (10V-25W)	2	EA
FOUNDATION, GATE, 48" GALV. STEEL	2	EA
WIRE, #10 AWG T.C. BLUE FOR WIRING SIGNALS	1	LT
CABLE, U.G. SIGNAL 7 COND. NO. 9 AWG SOLID	1	LT
CABLE, U.G. SIGNAL 5 COND. NO. 6 AWG SOLID	1	LT
TRACK WIRE NO. 6 TW. PR. DUPLEX	1	LT
CABLE, U.G. AC 3 COND. NO. 6 AWG SOLID (MIN.)	1	LT
BOND, WELD TYPE RAIL BOND	1	LT
INSULATED RAIL JOINT	8	EA
INSULATED SWITCH ROD	4	EA
INSULATED GAUGE PLATE	2	EA
LOCK, HEX-HEAD	5	EA
GUARD RAIL ASSY. 1/2 CIRCLE - D.O.T. SPEC	2	EA
MISC. MATERIAL FOR FIELD INSTALLATION	1	LT
ENGINEERING SERVICES / CIRCUIT PLANS / AS-IN-SERVICE PLANS	1	LT

City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Design Agreement No. 1 for 36th Street North from Arkansas Avenue to a turnaround east of Agnes Addition (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

.....

**Recommendation:** Approve Supplemental Agreement No. 1.

**Background:** On May 3, 2011, the City Council approved an agreement with Baughman Company, P.A. (Baughman) to prepare design concepts for paving 36th Street North from the east line of Arkansas Avenue east to and including a turnaround east of the east line of Agnes.

**Analysis:** Supplemental Agreement No. 1 will provide for the redesign of the hammerhead turnaround east of Agnes, to better accommodate access to the far east properties on the project. During negotiation with the property owner to the south for acquisition of required right-of-way, the need became apparent to move the proposed turnaround from the original design location, which will also make future maintenance easier for the City.

**Financial Considerations:** Payment to Baughman for Supplemental Agreement No. 1 is on a lump sum basis of \$780 and will be paid 86.75% special assessments and 13.25% by the City-at-Large. With this supplemental agreement, the total design fee for the 36th Street North improvement will be \$13,980.

**Goal Impact:** This project addressed the Efficient Infrastructure goal by providing the engineering design services needed for the construction of public improvements in an existing neighborhood.

**Legal Considerations:** The supplemental agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the supplemental agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 1.

SUPPLEMENTAL AGREEMENT  
TO THE  
AGREEMENT FOR PROFESSIONAL SERVICES DATED JUNE 27, 2011  
BETWEEN  
THE CITY OF WICHITA, KANSAS  
PARTY OF THE FIRST PART, HEREINAFTER CALLED THE  
"CITY"  
AND  
BAUGHMAN COMPANY, P.A.  
PARTY OF THE SECOND PART, HEREINAFTER CALLED THE  
"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated June 27, 2011) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to 36<sup>th</sup> Street North from the east line of Arkansas Avenue east to and including a turnaround east of the east line of Agnes Addition (Project No.472-84992)

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

Provide for the redesign of the hammerhead turnaround east of Agnes, to better accommodate access to the far east properties on the project.

**B. PAYMENT PROVISIONS**

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of **\$780.00.**

**C. COMPLETION**

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by \_\_\_\_\_;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

**D. PROVISIONS OF THE ORIGINAL CONTRACT**

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF WICHITA

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

BAUGHMAN COMPANY

\_\_\_\_\_  
(Name and Title)

ATTEST:

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**CITY OF WICHITA**  
**City Council Meeting**  
January 24, 2012

**TO:** Mayor and City Council Members

**SUBJECT:** Contract for Consultant Services for Acquisition and Relocation: Improvement of Kellogg (US 54) from Cypress Street to Chateau Street (District II)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the contract.

**Background:** The project to improve Kellogg (US 54) from Cypress Street to Chateau Street will require the acquisition of all or part of approximately 30 tracts. There are also approximately 15 commercial relocations associated with the project along with an estimated three outdoor advertising signs. Due to the size of the project and current staffing levels, assistance is required to complete the acquisitions in a timely manner.

**Analysis:** Proposals to provide acquisition and relocation services were solicited from the firms listed on KDOT's list of qualified consultants. Two firms submitted proposals. Land Acquisitions, Inc. was selected from among the proposals by the review committee based on qualifications, staffing levels and price. Based on the proposal, it is estimated that \$100,000 will be sufficient to complete the assignment.

**Financial Considerations:** Funding is available within the project budget to fund the proposed costs. The funding source is General Obligations Bonds.

**Goal Impact:** These acquisitions are necessary to ensure Efficient Infrastructure by improving the major east/west highway connector through the City.

**Legal Considerations:** The Law Department has approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the Budget; 2) Approve the Contract and 3) Authorize the necessary signatures.

**Attachments:** Contract for Right of Way Negotiation and Relocation Assistance Services.

**CONTRACT**  
**for**  
**PROFESSIONAL SERVICES**  
**between**  
**THE CITY OF WICHITA, KANSAS**  
**and**  
**LAND ACQUISITIONS, INC.**

THIS CONTRACT, made this \_\_\_\_ day of \_\_\_\_\_, 2011, by and between THE CITY OF WICHITA, KANSAS, party of the first part, hereinafter, call the "CITY" and LAND ACQUISITIONS, INC., party of the second part, hereinafter called the "CONSULTANT".

WITNESSETH: That

WHEREAS the CITY has identified the need to acquire certain rights-of-way in connection with planned construction and improvements of Kellogg from Cypress to Chateau including the intersection of Kellogg and Webb Road, hereinafter called the "PROJECT"; and

WHEREAS, the CITY wishes to accomplish the acquisition of said rights-of-way in conformance with all applicable State and local rules and regulations; and

WHEREAS, CONSULTANT has available and offers to provide the necessary professional services to accomplish the PROJECT work within the required time; and

WHEREAS, the CITY is authorized by law to employ consultants to assist with the completion of such PROJECT.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

**I. SCOPE OF SERVICES**

- A. The CONSULTANT shall furnish professional services as set out in Exhibit "A", which is attached hereto and incorporated herein by reference.
- B. In the event of delays in the performance by the CONSULTANT due to circumstances caused by CITY, the CONSULTANT'S schedule of performance shall be equitably adjusted to account for such delay.

## II. IN ADDITION, THE CONSULTANT AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in Scope of Services.
- B. To make available during regular office hours at its Wichita office all records, documents and other written material as the CITY may wish to examine periodically during performance of this agreement.
- C. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of CONSULTANT, its agents, servants, employees, or subcontractors occurring in the performance of its service under this contract.
- D. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by CONSULTANT and, where relevant to method of payment, to make such material available at its office at reasonable times during the contract period, and for three (3) years from the date of final payment under the contract for inspection by the CITY or its authorized representatives.
- E. To comply with all federal, state and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1974, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B": which is attached hereto and adopted by reference as though fully set forth herein.
- F. To accept compensation for the work herein described in such amounts and at such periods as hereinafter provided and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- G. To submit monthly billings to the CITY of the costs accrued in the performance of the services herein described on the basis of the expense chargeable to the PROJECT plus a proportionate part of the fixed fee based on progress to date.

- H. To complete the services to be performed by CONSULTANT hereunder in accordance with a schedule to be mutually agreed upon, but with all tasks completed no later than December 31, 2012. CONSULTANT shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the CONSULTANT.
- I. 1. Covenants and represents to be responsible for the professional and technical accuracies of the work or material furnished by the CONSULTANT under the agreement.
2. CONSULTANT further agrees, covenants and represents that all work or material furnished by CONSULTANT, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from errors, omissions or negligence.
- J. CONSULTANT shall procure and maintain a Workman's Compensation and Employer's Liability Policy. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall not be less than:

Workman's Compensation - Statutory

Employer's Liability - \$100,000.00 each occurrence

Further, a comprehensive general liability policy shall be procured and maintained by the CONSULTANT that shall be written in a comprehensive form and shall protect CONSULTANT against all claims arising from injuries to persons (other than CONSULTANT'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of CONSULTANT, its agents, officers, employees or subcontractors in the performance of CONSULTANT services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of

Insurance shall be filed with the CITY prior to the time CONSULTANT starts any work under this agreement. The CONSULTANT shall furnish the CITY copies of all insurance policies or certificates of insurance that relate to the insurance policies that must be maintained hereunder. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

III. **THE CITY AGREES:**

- A. To furnish all available information and data pertaining to the PROJECT now in the CITY'S possession including appraisals, review appraisals and title work. The consultant shall verify such information is accurate.
- B. To pay the CONSULTANT for its services in accordance with the requirements of this agreement.
- C. To provide right of entry for CONSULTANT'S personnel in performing the services hereunder.
- D. To appoint a Project Manager, who shall be the CONSULTANT'S primary point of contact with the CITY.

IV. **PAYMENT PROVISIONS:**

- A. Payment to the CONSULTANT for the performance of its services shall be based on the actual units of work performed and on the schedule of fees set out in Exhibit "C", which is attached hereto and incorporated herein by reference. In no event will the total of all payments to CONSULTANT hereunder exceed the sum of \$100,000.
- B. If additional work should be necessary, by virtue of a major change in the scope of the proposed PROJECT, the CONSULTANT will be given written notice by the CITY along with a request for an estimate of the actual costs plus a fixed fee for profit for performance of such additions; but no additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

**V. THE PARTIES HERETO MUTUALLY AGREE:**

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the CONSULTANT'S inability to proceed with the work, or because the services of the CONSULTANT are unsatisfactory; PROVIDED, however, that in any case the CONSULTANT shall be paid the reasonable value of the services rendered up to the time of termination on the basis of the provisions of this agreement, but in no case shall payment be more than the CONSULTANT'S actual costs plus a reasonable sum for fixed fee for profit.
- B. That the services to be performed by the CONSULTANT under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- C. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the CONSULTANT shall request extensions in writing giving the reasons therefore.
- D. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- E. Neither the CITY'S review, approval or acceptance or, nor payment for, any of the work or services required to be performed by the CONSULTANT under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.

- F. The rights and remedies of the CITY provided for under this Agreement are in addition to any other rights and remedies provided by law.
- G. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third-party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the CONSULTANT have executed this agreement as of the date first above written.

CITY OF WICHITA, KANSAS

By \_\_\_\_\_  
Robert Layton, City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

CONSULTANT  
Land Acquisitions, Inc.

By \_\_\_\_\_  
Gerald Cain, President

ATTEST:

\_\_\_\_\_

## Exhibit A

### Scope of Services

The City of Wichita plans to perform substantial roadway reconstruction at the bridge over the Union Pacific Railroad at the 3600 block of South Broadway in Wichita, Kansas. This project will require the full or partial acquisition of several tracts. As currently envisioned, all design and construction will be partially funded with State or Federal money and the actual acquisitions will be partially funded with Federal money. The City of Wichita will be subject to 49 C.F.R. Part 24 - Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.

The City of Wichita has indicated that they do not have sufficient staff to perform the required services. Therefore, the City is seeking a qualified firm to provide the following services:

1. File and document preparation.
2. Negotiations to secure the required real estate.
3. Title clearing services (e.g. mortgage releases)
4. Relocation assistance services.
5. Real estate closing services.
6. Negotiations to secure any signs on acquired real estate.

Other services which may be required include assistance in condemnation proceedings including expert witness testimony and administrative settlement recommendations. These diverse tasks will require the contractor to have expertise in surveying, real estate valuation, real estate negotiations and relocation assistance.

Task orders will be issued for each item or group of items that need to be accomplished. The task order will identify scope of work, properties involved and start and completion dates for the task.



Exhibit B

**REVISED NON-DISCRIMINATION AND  
EQUAL EMPLOYMENT OPPORTUNITY/AFFIRMATIVE ACTION PROGRAM  
REQUIREMENTS STATEMENT FOR CONTRACTS OR AGREEMENTS**

During the term of this contract, the contractor or subcontractor, vendor or supplier of the City, by whatever term identified herein, shall comply with the following

Non-Discrimination--Equal Employment Opportunity/Affirmative Action Program  
Requirements:

- A. During the performance of this contract, the contractor, subcontractor, vendor or supplier of the City, or any of its agencies, shall comply with all the provisions of the Civil Rights Act of 1964, as amended: The Equal Employment Opportunity Act of 1972; Presidential Executive Orders 11246, 11375, 11131; Part 60 of Title 41 of the Code of Federal Regulations; the Age Discrimination in Employment Act of 1967; the Americans with Disabilities Act of 1990 and laws, regulations or amendments as may be promulgated thereunder.
- B. Requirements of the State of Kansas:
  - 1. The contractor shall observe the provisions of the Kansas Act against Discrimination (Kansas Statutes Annotated 44-1001, et seq.) and shall not discriminate against any person in the performance of work under the present contract because of race, religion, color, sex, disability, and age except where age is a bona fide occupational qualification, national origin or ancestry;
  - 2. In all solicitations or advertisements for employees, the contractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase to be approved by the "Kansas Human Rights Commission";
  - 3. If the contractor fails to comply with the manner in which the contractor reports to the "Kansas Human Rights Commission" in accordance with the provisions of K.S.A. 1976 Supp. 44-1031, as amended, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in whole or in part by the contracting agency;
  - 4. If the contractor is found guilty of a violation of the Kansas Act against Discrimination under a decision or order of the "Kansas Human Rights Commission" which has become final, the contractor shall be deemed to have breached the present contract, and it may be canceled, terminated or suspended in whole or in part by the contracting agency;

5. The contractor shall include the provisions of Paragraphs 1 through 4 inclusive, of this Subsection B, in every subcontract or purchase so that such provisions will be binding upon such subcontractor or vendor.

C. Requirements of the City of Wichita, Kansas, relating to Non-Discrimination -- Equal Employment Opportunity/Affirmative Action Program Requirements:

1. The vendor, supplier, contractor or subcontractor shall practice Non-Discrimination -- Equal Employment Opportunity in all employment relations, including but not limited to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The vendor, supplier, contractor or subcontractor shall submit an Equal Employment Opportunity or Affirmative Action Program, when required, to the Department of Finance of the City of Wichita, Kansas, in accordance with the guidelines established for review and evaluation;
2. The vendor, supplier, contractor or subcontractor will, in all solicitations or advertisements for employees placed by or on behalf of the vendor, supplier, contractor or subcontractor, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, "disability, and age except where age is a bona fide occupational qualification", national origin or ancestry. In all solicitations or advertisements for employees the vendor, supplier, contractor or subcontractor shall include the phrase, "Equal Opportunity Employer", or a similar phrase;
3. The vendor, supplier, contractor or subcontractor will furnish all information and reports required by the Department of Finance of said City for the purpose of investigation to ascertain compliance with Non-Discrimination -- Equal Employment Opportunity Requirements. If the vendor, supplier, contractor, or subcontractor fails to comply with the manner in which he/she or it reports to the City in accordance with the provisions hereof, the vendor, supplier, contractor or subcontractor shall be deemed to have breached the present contract, purchase order or agreement and it may be canceled, terminated or suspended in whole or in part by the City or its agency; and further Civil Rights complaints, or investigations may be referred to the State;
4. The vendor, supplier, contractor or subcontractor shall include the provisions of Subsections 1 through 3 inclusive, of this present section in every subcontract, subpurchase order or subagreement so that such provisions will be binding upon each subcontractor, subvendor or subsupplier.
5. If the contractor fails to comply with the manner in which the contractor reports to the Department of Finance as stated above, the contractor shall be deemed to have breached this contract and it may be canceled, terminated or suspended in

whole or in part by the contracting agency;

D. Exempted from these requirements are:

1. Those contractors, subcontractors, vendors or suppliers who have less than four (4) employees, whose contracts, purchase orders or agreements cumulatively total less than five thousand dollars (\$5,000) during the fiscal year of said City are exempt from any further Equal Employment Opportunity or Affirmative Action Program submittal.
2. Those vendors, suppliers, contractors or subcontractors who have already complied with the provisions set forth in this section by reason of holding a contract with the Federal government or contract involving Federal funds; provided that such contractor, subcontractor, vendor or supplier provides written notification of a compliance review and determination of an acceptable compliance posture within a preceding forty-five (45) day period from the Federal agency involved.

## Exhibit C

### Rate Schedule

The total fee per task shall not exceed the following amounts:

Negotiations (Per Tract)	\$1,450.00
Relocation Assistance	
Personal Property (signs)	\$ 650.00
Residential	\$ 1,900.00
Commercial	\$ 1,900.00

If the Consultant is required to serve as expert witness or assist in condemnation actions, these services will be billed at \$150.00 per hour.

City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** Agreement for Design Services for a Waterline to serve Scenic Landscapes  
(north of Maple, east of Julia) (District V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

.....

**Recommendation:** Approve the agreement.

**Background:** On December 13, 2011, the City Council approved a petition for water system improvements to serve Scenic Landscapes.

**Analysis:** The proposed agreement between the City and Poe & Associates, Inc. (Poe) provides for the design of the improvements. In accordance with Administrative Regulation 1.10, Engineering Design Services for Subdivisions Improvements, staff recommends that Poe be hired for this work, as this firm is the site development engineer for the Scenic Landscapes business.

**Financial Considerations:** Payment to Poe will be on a lump sum basis of \$2,500 and will be paid by special assessments.

**Goal Impact:** This agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of public improvements in a redeveloping area.

**Legal Considerations:** The agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

POE & ASSOCIATES, INC.

for

DESIGN SERVICES FOR A WATERLINE TO SERVE SCENIC LANDSCAPES

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and POE & ASSOCIATES, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**WATER DISTRIBUTION SYSTEM NO. 448 90543** to serve Scenic Landscapes (north of Maple, east of Julia) (Project No. 448 90543).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

I. SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Mediterranean Plaza & Comotara Industrial Park 5th Additions and to perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.

- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.
- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.

- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

### IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 448 90543

**\$2,500.00**

Total

**\$2,500.00**

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:
1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
  2. Additional design services not covered by the scope of this agreement.
  3. Construction staking, material testing, inspection and administration related to the PROJECT.
  4. A major change in the scope of services for the PROJECT.
- If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

CITY OF WICHITA

\_\_\_\_\_  
Robert Layton, City Manager

SEAL:

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk



APPROVED AS TO FORM:

---

Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

---

(Name & Title)

ATTEST:

## SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each in-

volved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - a. Plan Development for the water improvements by \_\_\_\_\_.  
(Project No. 448 90543.

## **Attachment No. 1 to Exhibit “A” – Scope of Services**

### **Plan Submittal**

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### **Storm Water Pollution Prevention**

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Environmental Services  
1900 E. 9<sup>th</sup> St. North  
Wichita, KS 67214

THIS INCLUDES **ALL** PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** Agreement for Design Services for Paving Improvements in Monarch Landing 3<sup>rd</sup> Addition (north of 21<sup>st</sup>, west of 159<sup>th</sup> Street East) (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

.....

**Recommendation:** Approve the agreement.

**Background:** The City Council approved the paving improvements in Monarch Landing 3<sup>rd</sup> Addition on July 12, 2011.

**Analysis:** The proposed agreement between the City and MKEC Engineering Consultants, Inc. (MKEC) provides for the design of bond financed improvements consisting of paving in Monarch Landing 3<sup>rd</sup> Addition. Per Administrative Regulation 1.10, Engineering Design Services for Subdivisions Improvements, staff recommends that MKEC be hired for this work, as this firm provided the preliminary engineering services for the platting of the subdivision and can expedite plan preparation.

**Financial Considerations:** Payment to MKEC will be on a lump sum basis of \$12,100 and will be paid by special assessments.

**Goal Impact:** This agreement addresses the Efficient Infrastructure goal by providing the engineering design services needed for the construction of paving improvements in a new subdivision. It also addresses the Economic Vitality and Affordable Living goal by providing public improvements in new developments that are vital to Wichita's continued economic growth.

**Legal Considerations:** The agreement has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Agreement.

AGREEMENT

for

PROFESSIONAL SERVICES

between

THE CITY OF WICHITA, KANSAS

and

MKEC ENGINEERING CONSULTANTS, INC.

for

MONARCH LANDING 3<sup>rd</sup> ADDITION

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF WICHITA, KANSAS, party of the first part, hereinafter called the "CITY" and MKEC ENGINEERING CONSULTANTS, INC., party of the second part, hereinafter called the "ENGINEER".

WITNESSETH: That

WHEREAS, the CITY intends to construct;

**BOXTHORN** from the east line of Flutter Lane to the south line of Camden Chase serving Lots 1 through 13, Block 1 and Lots 1 through 8, Block 2 of Monarch Landing Third Addition (north of 21<sup>st</sup>, west of 159<sup>th</sup> Street East) (Project No. 472-85000).

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SCOPE OF SERVICES

The ENGINEER shall furnish professional services as required for designing improvements in Monarch Landing 3<sup>rd</sup> Addition and perform the PROJECT tasks outlined in Exhibit A.

II. IN ADDITION, THE ENGINEER AGREES

- A. To provide the various technical and professional services, equipment, material and transportation to perform the tasks as outlined in the SCOPE OF SERVICES (Exhibit A).
- B. To attend meetings with the City and other local, state and federal agencies as necessitated by the SCOPE OF SERVICES.
- C. To make available during regular office hours, all calculations, sketches and drawings such as the CITY may wish to examine periodically during performance of this agreement.
- D. To save and hold CITY harmless against all suits, claims, damages and losses for injuries to persons or property arising from or caused by errors, omissions or negligent acts of ENGINEER, its agents, servants, employees, or subcontractors occurring in the performance of its services under this contract.
- E. To maintain books, documents, papers, accounting records and other evidence pertaining to costs incurred by ENGINEER and, where relevant to method of payment, to make such material available to the CITY.
- F. To comply with all Federal, State and local laws, ordinances and regulations applicable to the work, including Title VI of the Civil Rights Act of 1964, and to comply with the CITY'S Affirmative Action Program as set forth in Exhibit "B" which is attached hereto and adopted by reference as though fully set forth herein.
- G. To accept compensation for the work herein described in such amounts and at such periods as provided in Article IV and that such compensation shall be satisfactory and sufficient payment for all work performed, equipment or materials used and services rendered in connection with such work.

- H. To complete the services to be performed by ENGINEER within the time allotted for the PROJECT in accordance with Exhibit A; EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions or inactions of the CITY or other agencies, or for other unavoidable delays beyond control of the ENGINEER.
- I. Covenants and represents to be responsible for the professional and technical accuracies and the coordination of all designs, drawings, specifications, plans and/or other work or material furnished by the ENGINEER under this agreement. ENGINEER further agrees, covenants and represents, that all designs, drawings, specifications, plans, and other work or material furnished by ENGINEER, its agents, employees and subcontractors, under this agreement, including any additions, alterations or amendments thereof, shall be free from negligent errors or omissions.
- J. ENGINEER shall procure and maintain such insurance as will protect the ENGINEER from damages resulting from the negligent acts of the ENGINEER, its agents, officers, employees and subcontractors in the performance of the professional services rendered under this agreement. Such policy of insurance shall be in an amount not less than \$500,000.00 subject to a deductible of \$10,000.00. In addition, a Workman's Compensation and Employer's Liability Policy shall be procured and maintained. This policy shall include an "all state" endorsement. Said insurance policy shall also cover claims for injury, disease or death of employees arising out of and in the course of their employment, which, for any reason, may not fall within the provisions of the Workman's Compensation Law. The liability limit shall be not less than:

Workman's Compensation – Statutory  
Employer's Liability - \$500,000 each occurrence.

- Further, a comprehensive general liability policy shall be procured and maintained by the ENGINEER that shall be written in a comprehensive form and shall protect ENGINEER against all claims arising from injuries to persons (other than ENGINEER'S employees) or damage to property of the CITY or others arising out of any negligent act or omission of ENGINEER, its agents, officers, employees or subcontractors in the performance of the professional services under this agreement. The liability limit shall not be less than \$500,000.00 per occurrence for bodily injury, death and property damage. Satisfactory Certificates of Insurance shall be filed with the CITY prior to the time ENGINEER starts any work under this agreement. In addition, insurance policies applicable hereto shall contain a provision that provides that the CITY shall be given thirty (30) days written notice by the insurance company before such policy is substantially changed or canceled.
- K. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The ENGINEER agrees to advise the CITY, in writing, of the person(s) designated as Project Manager not later than five (5) days following issuance of the notice to proceed on the work required by this agreement. The ENGINEER shall also advise the CITY of any changes in the person designated Project Manager. Written notification shall be provided to the CITY for any changes exceeding one week in length of time.

### III. THE CITY AGREES:

- A. To furnish all available data pertaining to the PROJECT now in the CITY'S files at no cost to the ENGINEER. Confidential materials so furnished will be kept confidential by the ENGINEER.
- B. To provide standards as required for the PROJECT; however, reproduction costs are the responsibility of the ENGINEER, except as specified in Exhibit A.
- C. To pay the ENGINEER for his services in accordance with the requirements of this agreement.
- D. To provide the right-of-entry for ENGINEER'S personnel in performing field surveys and inspections.
- E. To designate a Project Manager for the coordination of the work that this agreement requires to be performed. The CITY agrees to advise, the ENGINEER, in writing, of the person(s) designated as Project Manager with the issuance of the notice to proceed on the work required by this agreement. The CITY shall also advise the ENGINEER of any changes in the person(s) designated Project Manager. Written notification shall be provided to the ENGINEER for any changes exceeding one week in length of time.
- F. To examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by ENGINEER in a timely fashion.

IV. PAYMENT PROVISIONS

- A. Payment to the ENGINEER for the performance of the professional services required by this agreement shall be made on the basis of the lump sum fee amount specified below:

Project No. 472-85000	<u>\$12,100.00</u>
TOTAL	<u>\$12,100.00</u>

- B. When requested by the CITY, the ENGINEER will enter into a Supplemental Agreement for additional services related to the PROJECT such as, but not limited to:

1. Consultant or witness for the CITY in any litigation, administrative hearing, or other legal proceedings related to the PROJECT.
2. Additional design services not covered by the scope of this agreement.
3. Construction staking, material testing, inspection and administration related to the PROJECT.
4. A major change in the scope of services for the PROJECT.

If additional work should be necessary, the ENGINEER will be given written notice by the CITY along with a request for an estimate of the increase necessary in the not-to-exceed fee for performance of such additions. No additional work shall be performed nor shall additional compensation be paid except on the basis of a Supplemental Agreement duly entered into by the parties.

V. THE PARTIES HERETO MUTUALLY AGREE:

- A. That the right is reserved to the CITY to terminate this agreement at any time, upon written notice, in the event the PROJECT is to be abandoned or indefinitely postponed, or because of the ENGINEER'S inability to proceed with the work.
- B. That the field notes and other pertinent drawings and documents pertaining to the PROJECT shall become the property of the CITY upon completion or termination of the ENGINEER'S services in accordance with this agreement; and there shall be no restriction or limitation on their further use by the CITY. Provided, however, that CITY shall hold ENGINEER harmless from any and all claims, damages or causes of action which arise out of such further use when such further use is not in connection with the PROJECT.
- C. That the services to be performed by the ENGINEER under the terms of this agreement are personal and cannot be assigned, sublet or transferred without specific consent of the CITY.
- D. In the event of unavoidable delays in the progress of the work contemplated by this agreement, reasonable extensions in the time allotted for the work will be granted by the CITY, provided, however, that the ENGINEER shall request extensions, in writing, giving the reasons therefor.
- E. It is further agreed that this agreement and all contracts entered into under the provisions of this agreement shall be binding upon the parties hereto and their successors and assigns.
- F. Neither the CITY'S review, approval or acceptance of, nor payment for, any of the work or services required to be performed by the ENGINEER under this agreement shall be construed to operate as a waiver of any right under this agreement or any cause of action arising out of the performance of this agreement.
- G. The rights and remedies of the CITY provided for under this agreement are in addition to any other rights and remedies provided by law.
- H. It is specifically agreed between the parties executing this contract, that it is not intended by any of the provisions of any part of this contract to create the public or any member thereof a third party beneficiary hereunder, or to authorize anyone not a party to this contract to maintain a suit for damages pursuant to the terms or provisions of this contract.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this agreement as of the date first written above.

BY ACTION OF THE CITY COUNCIL

---

Carl Brewer, Mayor



SEAL:

ATTEST:

---

Karen Sublett, City Clerk

APPROVED AS TO FORM:

---

Gary Rebenstorf, Director of Law

MKEC ENGINEERING CONSULTANT, INC.

---

(Name & Title)

ATTEST:

## SCOPE OF SERVICES

The ENGINEER shall furnish engineering services as required for the development of plans, supplemental specifications and estimates of the quantities of work for the PROJECT in the format and detail required by the City Engineer for the City of Wichita. Engineering plans shall be prepared per Attachment No. 1.

In connection with the services to be provided, the ENGINEER shall:

A. PHASE I – PLAN DEVELOPMENT

When authorized by the CITY, proceed with development of Plans for the PROJECT based on the preliminary design concepts approved by the CITY.

1. Field Surveys. Provide engineering and technical personnel and equipment to obtain survey data as required for the engineering design. Utility companies shall be requested to flag or otherwise locate their facilities within the PROJECT limits prior to the ENGINEER conducting the field survey for the PROJECT. Utility information shall be clearly noted and identified on the plans.
2. Storm Water Pollution Prevention. On projects that disturb one acre or more, the ENGINEER will prepare a storm water pollution prevention plan, prepare the necessary permit application(s) and include any provisions or requirements in the project plans and special provisions. The storm water pollution prevention plan shall also include submittal of a NOI prior to bidding; site-specific erosion control plan; and standard BMP detail sheets per Attachment No. 1.
3. Soils and Foundation Investigations. The CITY'S Engineering Division of the Department of Public Works shall provide subsurface borings and soils investigations for the PROJECT. However, the CITY may authorize the ENGINEER to direct an approved Testing Laboratory to perform subsurface borings and soils investigations for the PROJECT, which shall be reported in the format and detail required by the City Engineer for the City of Wichita. The Testing Laboratory shall be responsible for the accuracy and competence of their work. The ENGINEER'S contract with the Testing Laboratory shall provide that the Testing Laboratory is responsible to the City for the accuracy and competence of their work. The cost of soils and boring investigations shall be passed directly to the City of Wichita.
4. Review Preliminary Design Concepts. Submit preliminary design concepts for review with the City Engineer or his designated representative prior to progressing to detail aspects of the work unless waived by the City Engineer.
5. Drainage Study. When applicable, conduct a detailed study to explore alternative design concepts concerning drainage for the PROJECT. Present the findings in writing identifying recommendations to the CITY, including preliminary cost estimates, prior to development of final check plans. Such written findings and recommendations must be in a format which is self explanatory and readily understood by persons with average backgrounds for the technology involved.
6. Prepare engineering plans, plan quantities and supplemental specifications as required. Engineering plans will include incidental drainage where required and permanent traffic signing. The PROJECT'S plans and proposed special provisions shall address the requirements included in the City's Administrative Regulations 6.5, "Cleanup, Restoration or Replacement Following Construction." Also, final plans, field notes and other pertinent project mapping records are to be submitted per Attachment No. 1. The files are to be AutoCAD drawing files or DXF/DXB files. Layering, text fonts, etc. are to be reviewed and approved during the preliminary concept development phase of the design work. Text fonts other than standard AutoCAD files are to be included with drawing files. In addition to supplying the electronic files of the AutoCAD drawing files of the final plans, ENGINEER will also need to supply electronic files of the drawings in PDF format.
7. Prepare right-of-way tract maps and descriptions as required in clearly drawn detail and with sufficient reference to certificate of title descriptions. ENGINEER will perform all necessary survey work associated with marking the additional right-of-way easements. This shall include the setting monuments of new corners for any additional right-of-way and a one time marking of the right-of-way for utility relocations.
8. Identify all potential utility conflicts and provide prints of preliminary plans showing the problem locations to each utility. ENGINEER shall meet with utility company representatives to review plans and coordinate resolution of utility conflicts prior to PROJECT letting or, if approved by the City Engineer, identify on plans conflicts to be resolved during construction. Provide to CITY utility status report identifying utility conflicts with dates by which the conflicts will be eliminated with signed utility agreements from each involved utility company. ENGINEER shall meet with involved utility company/ies and project contractor to resolve any conflicts with utilities that occur during construction that were not identified and coordinated during design.

9. All applicable coordinate control points and related project staking information shall be furnished on a map on the plans, as well on CD-ROM, as a text file, along with the project PDF's. When applicable, this coordinate information will be used by the CITY for construction staking purposes.
10. All shop drawings submitted by the contractor for the PROJECT shall be reviewed and, when acceptable, approved for construction by the ENGINEER for the PROJECT.
11. The ENGINEER shall meet with effected property owners, along with City staff, at a pre-construction Public Information Meeting, as arranged by the City, to explain project design, including such issues as construction phasing and traffic control.
12. The ENGINEER shall complete permanent monumentation of all new R/W, complete and submit all necessary legal documentation for same.
13. Permits. The ENGINEER shall prepare any and all necessary permits for this PROJECT, such as the preparation of applications for U.S. Army Corps of Engineers (404) permits, Division of Water Resources permit, Kansas Department of Wildlife and Parks permit and Kansas Department of Health and Environment permit. Also if requested by the CITY, obtain construction approval from the U.S. Army Corps of Engineers and assist the CITY in coordinating the archaeological review of the PROJECT.
14. Complete and deliver field notes, plan tracings, specifications and estimates to the CITY within the time allotted for the PROJECTS as stipulated below.
  - d. Plan Development for the paving improvements by 120 days from notice to proceed.  
(Project No. 472 85000).

## **Attachment No. 1 to Exhibit “A” – Scope of Services**

### **Plan Submittal**

Water projects plans shall be submitted with (1) set of mylar plans; and a CD of the .dwgs and .pdfs. This includes projects that have the water plans incorporated into that project, for which the cover sheet should also be included.

Storm Sewer, Sanitary Sewer and Paving plans shall be submitted in a .dwg and .pdf format on a CD.

Paper plan submittals for KDOT projects (i.e. Field Check, ULCC, Final Check, etc.) will not change and the cover sheet mylar will be required for all projects for signature purposes. Projects that have water lines incorporated into the project are required to have those pages in a mylar format. The complete project must be submitted in a scalable .pdf format.

In addition, two (2) sets of 11”x17” plans will be submitted at the time of final .pdf submittal for ALL projects, regardless of the type.

### **Storm Water Pollution Prevention**

For any project disturbing one acre of ground or more, the design Consultant must prepare a Notice of Intent and a Storm Water Pollution Prevention Plan and submit them to the KDHE for approval. Complete copies of the approved NOI and SWP3 must be provided to the City, prior to bidding. One hard copy should be provided to the project engineer upon approval, one electronic copy should be included with your transmittal of PDF plan files, and one additional electronic copy should be sent to the attention of Mark Hall at the following address:

City of Wichita  
Environmental Services  
1900 E. 9<sup>th</sup> St. North  
Wichita, KS 67214

THIS INCLUDES ALL PROJECTS DISTURBING ONE ACRE OR MORE – I.E. NEW DEVELOPMENT, ARTERIAL STREETS, DIRT STREETS, BIKE PATHS, SEWER MAINS, ETC.

The City of Wichita will, under no circumstance, bid any project without first receiving copies of the KDHE approved NOI and SWP3.

The design of all City of Wichita construction projects must include the development of a site-specific erosion control plan. The site-specific erosion control plan must be included in the project plans. Every component and requirement of the erosion control plan must be separately and accurately accounted as a measured quantity bid item in the engineer’s estimate.

Please note that careful consideration must be given to the transition of BMP maintenance responsibilities throughout the course of multi-phased projects. All intended responsibilities must be clearly demonstrated by the bid items. For example, if it is intended that the contractor of a subsequent waterline project be responsible for the maintenance of silt fence installed with a preceding sanitary sewer project, a measured quantity bid item must be submitted for x-lf of silt fence maintenance.

The City’s current BMP standard detail sheets shall be included in all plans. These five sheets must be included in every plan set developed for the City of Wichita, regardless of project size.

City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** Supplemental Agreement for Additional Design Services for 13<sup>th</sup> Street North from I-135 to Oliver (District I)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

.....

**Recommendation:** Approve Supplemental Agreement No. 2.

**Background:** On December 13, 2005, the City Council approved an Agreement with Poe & Associates, Inc. (Poe) to prepare a design concept to improve 13<sup>th</sup> Street North from I-135 to Oliver for \$194,500. On February 5, 2008, the City Council approved Supplemental Agreement No. 2 for full design of the project, to include improved drainage and wider sidewalks for \$594,200.

**Analysis:** The proposed Supplemental Agreement No. 2 will provide for additional design of improvements to include: upgrading existing signalization at Grove; reconstruction of the Hillside intersection due to current pavement condition; intersection improvements at Lavon and Roosevelt Avenues, bringing the two streets together for enhanced vehicular and pedestrian safety; and improvements to the MacDonald Golf Course fence, as a result of necessary right-of-way acquisition from the course. This design work needs to proceed as soon as possible, for completion of plans and project letting in 2012. These proposed improvements are primarily a result of public input over the course of the project design and development and will greatly enhance the functionality and safety of the street when completed.

**Financial Considerations:** Payment to Poe will be on a lump sum basis of \$113,210 and will be paid by General Obligation Bonds. Funding is available within the project budget.

**Goal Impact:** This project addresses the Efficient Infrastructure goal by improving traffic flow through a major transportation corridor.

**Legal Considerations:** The Supplemental Agreement No. 2 has been approved as to form by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the Supplemental Agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement.

SUPPLEMENTAL AGREEMENT NO. 2

TO THE

AGREEMENT FOR PROFESSIONAL SERVICES DATED DECEMBER 13, 2005

BETWEEN

THE CITY OF WICHITA, KANSAS

PARTY OF THE FIRST PART, HEREINAFTER CALLED THE

"CITY"

AND

POE & ASSOCIATES, INC.

PARTY OF THE SECOND PART, HEREINAFTER CALLED THE

"ENGINEER"

WITNESSETH:

WHEREAS, there now exists a Contract (dated December 13, 2005) between the two parties covering engineering services to be provided by the ENGINEER in conjunction with the construction of improvements to 13<sup>th</sup> STREET NORTH, I-135 TO WOODLAWN (Concept) (Project No.472-84320, OCA 706933)

WHEREAS, Paragraph IV. B. of the above referenced Contract provides that additional work be performed and additional compensation be paid on the basis of a Supplemental Agreement duly entered into by the parties, and

WHEREAS, it is the desire of both parties that the ENGINEER provide additional services required for the PROJECT and receive additional compensation (as revised herein):

NOW THEREFORE, the parties hereto mutually agree as follows:

A. PROJECT DESCRIPTION

The description of the improvements that the CITY intends to construct and thereafter called the "PROJECT" as stated on page 1 of the above referenced agreement is hereby amended to include the following:

**13<sup>TH</sup> STREET NORTH, HYDRAULIC TO OLIVER**  
(Additional Design Scope – see Attached)  
(Project No. 472-8320)

B. PAYMENT PROVISIONS

The fee in Section IV. A. shall be amended to include the following:

Payment to the ENGINEER for the performance of the professional services as outlined in this supplemental agreement shall be made on the basis of the lump sum fee amount of \$113,210.00.

C. COMPLETION

The ENGINEER agrees to complete and deliver the field notes, preliminary and final plans (including final tracings), specifications and estimates to the CITY by \_\_\_\_\_;

EXCEPT that the ENGINEER shall not be responsible or held liable for delays occasioned by the actions of inactions of the CITY or other agencies, or for other unavoidable delays beyond the control of the ENGINEER.

D. PROVISIONS OF THE ORIGINAL CONTRACT

The parties hereunto mutually agree that all provisions and requirements of the existing Contract, not specifically modified by this Supplemental Agreement, shall remain in force and effect.

IN WITNESS WHEREOF, the CITY and the ENGINEER have executed this Supplemental Agreement as of this \_\_\_\_\_ day of \_\_\_\_\_, 2012.

CITY OF WICHITA

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

POE & ASSOCIATES, INC.

\_\_\_\_\_  
(Name and Title)

ATTEST:

\_\_\_\_\_

**CITY OF WICHITA**  
**City Council Meeting**  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** Acquisition of 13110 West Central Avenue for the Central: 119<sup>th</sup> to 135<sup>th</sup> Street Road Improvement Project. (District V)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On August 19, 2008, the City Council approved the design concept to improve Central Avenue from 119<sup>th</sup> Street West to 135<sup>th</sup> Street West. The project will require the acquisition of all or part of 25 tracts. The improvements include straightening Central, providing signalization at the intersection of Central and 135<sup>th</sup> Street, and improving area storm drainage. The only full taking is located at 13110 West Central, a single-family residential property. The improvements will be razed to facilitate the realignment of Central Avenue to the north of the existing roadway. The property is occupied and the tenants will be relocated as part of the project.

**Analysis:** It is necessary to acquire the property at 13110 West Central as a full taking. The site is zoned and improved for residential use. The owner rejected the appraised offer of \$217,000 and has agreed to \$231,000, or \$228,360 for the house and \$2,640 for the relocation of the owner's onsite personal property. The increase in the purchase price also includes other reestablishment benefits the owner is eligible to receive. The cost to relocate the tenant is estimated to be \$9,000, which includes a relocation benefit of \$5,250.

**Financial Considerations:** The funding source is General Obligations Bonds. A budget of \$256,500 is requested. This includes \$228,360 for the property, \$2,640 for the owner's moving, \$9,000 for the relocation and moving costs owed to the tenant, \$15,000 for demolition, and \$1,500 for closing costs and related charges.

**Goal Impact:** The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

**Legal Considerations:** The Law Department has approved the real estate purchase agreement as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the contract; 2) Approve the budget; and 3) Authorize all necessary signatures.

**Attachments:** Aerial map, tract map and real estate purchase agreement.



PROJECT: Central Avenue

DATE: January 10, 2012

COUNTY: Sedgwick

TRACT NO.: 19

**CITY OF WICHITA, KANSAS**  
**A MUNICIPAL CORPORATION**

**CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED**

THIS AGREEMENT made and entered into this 10<sup>th</sup> day of January, 2012 by and between:

Lowell Dean Loesch and Sally A. Loesch, Trustees or their Successors in Trust,  
under the Lowell Dean and Sally A. Loesch Living Trust dated August 18, 2000 and the City of  
Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to  
convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the  
following described land in Sedgwick County to wit:

Lot 1, Block 1, Rainbow Lakes West Second Addition, Sedgwick County, Kansas, except  
the south 10 feet as taken in Right of Way Agreement recorded in Film 1051, Page 205.

Said parcel contains 69,047 sq. ft. excluding that part taken in Film 1051, Page 205.

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above  
described property accrued prior to the conveyance of title to the City. In the event of relocation,  
landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and  
indemnify the City and its authorized representatives from any and all costs, liabilities, expenses,  
suits, judgements, damages to persons or property or claims of any nature whatsoever which may  
occur during the time the City becomes legally entitled to the property until the relocation is  
completed. In no event will the land owner(s) be required to move until the City becomes legally  
entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following  
amount within 60 days after the warranty deed conveying said property free of encumbrance has  
been delivered.

Approximately 69,047 sq. ft.

\$ 228,360.00

**TOTAL**      **\$ 228,360.00****Seller will remove landscape stones from the property.**

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

**LANDOWNERS:**

x Lowell Dean Loesch

Lowell Dean Loesch, Trustee,  
under the Lowell Dean and Sally A. Loesch Living Trust dated August 18, 2000

x Sally A. Loesch

Sally A. Loesch, Trustee,  
under the Lowell Dean and Sally A. Loesch Living Trust dated August 18, 2000

City of Wichita  
County of Sedgwick  
State of Kansas

**BUYER:**

City of Wichita, KS, a municipal corporation

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

**MEMORANDA**

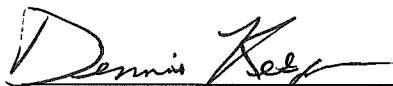
Exact and full name of owner, as it appears of record:

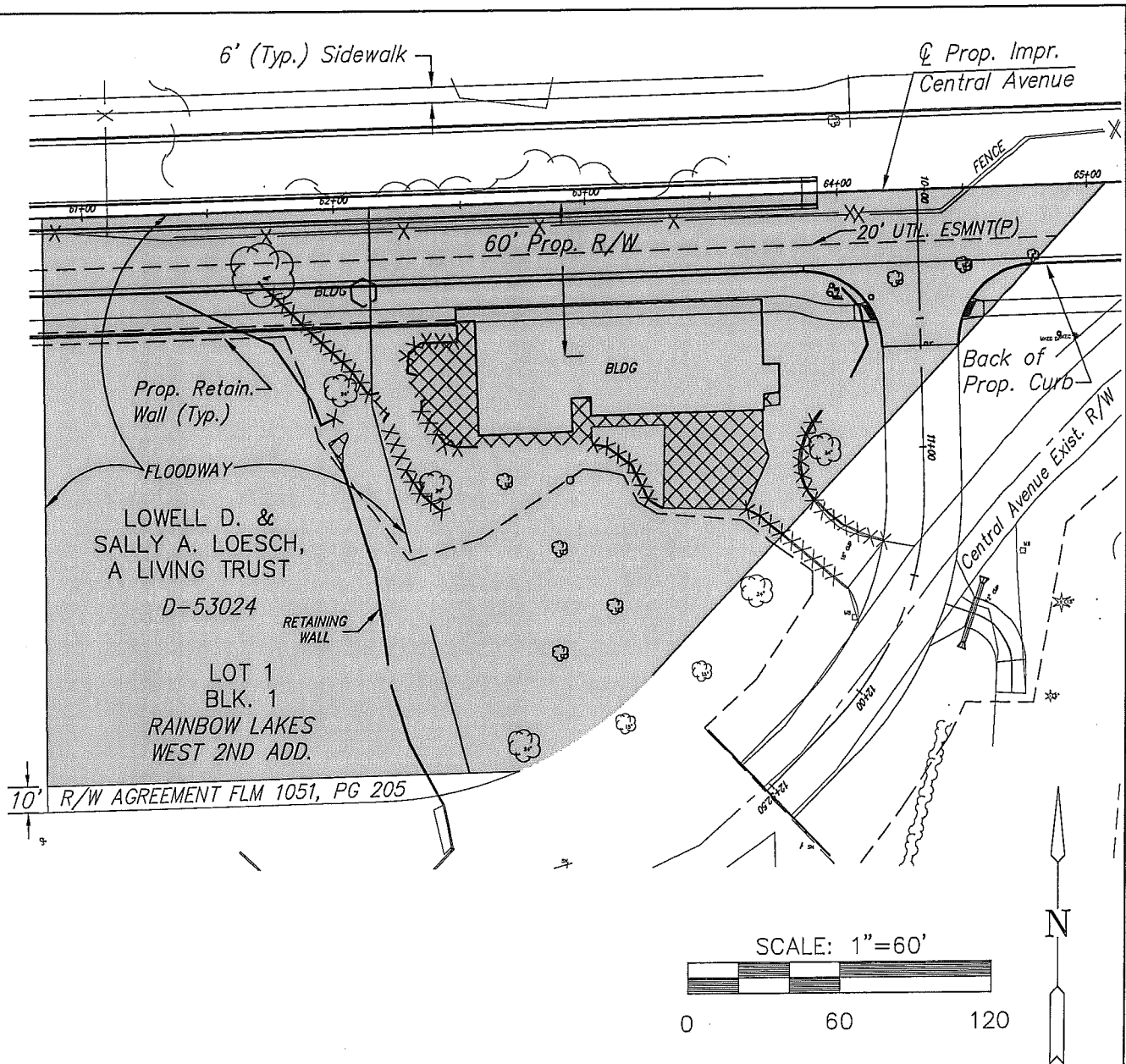
Lowell Dean Loesch and Sally A. Loesch, Trustees or their Successors in Trust,  
under the Lowell Dean and Sally A. Loesch Living Trust dated August 18, 2000

If mortgage or other liens, show names of holders:

**REMARKS:**

RECOMMENDED BY:

  
Dennis Keegan, Acquisition Agent



## LEGAL DESCRIPTION:

### Full Property Acquisition:

Lot 1, Block 1, Rainbow Lakes West Second Addition, Sedgwick County, Kansas, except the south 10 feet as taken in Right of Way Agreement recorded in Film 1051, Page 205.

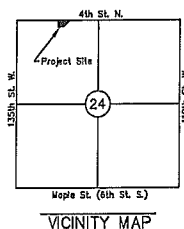
Said parcel contains 69,047 sq. ft. excluding that part taken in Film 1051, Page 205.

### Owner:

Lowell D. & Sally A. Loesch,  
Liv. TR.  
1308 S. Threewood St.  
Wichita, Ks. 67235

### Property Identification:

D-53024



## LEGEND

P - Platted



Full Property Acquisition

= 69,047 sq. ft.

Excluding that part taken in  
Film 1051, Page 205.

J:\CIVIL\04238\DWG\PROP\ROW TRACTMAP.DWG



**CENTRAL 135TH TO 119TH ST. WEST**

PROJECT NAME

**FULL PROPERTY ACQUISITION**

**TRACT MAP 19D**

SHEET TITLE

JRA

DESIGN BY:

NOVEMBER 2010

MARCH 2011 rev

DATE

WINJ/DSN

DRAWN BY:

04238

JOB NO.

JCM

CHECKED BY:

1 / 1

SHEET/OF

# 13110 W Central



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**CITY OF WICHITA**  
**City Council Meeting**  
January 24, 2012

**TO:** Mayor and City Council Members

**SUBJECT:** Acquisition of Land for a Well Site along Willow Lake Road in Section 23, Township 24 South, Range 3 for the Integrated Local Water Supply Plan (Harvey County)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On August 3, 1993, the City Council approved the Water Supply Plan prepared by Burns & McDonnell/MKEC Engineering Consultants. The Plan identified cost-effective water resource projects to meet the City's future water needs. On October 10, 2000, the City Council approved the projects and implementation of the plan. One portion of the Water Supply Plan is the groundwater recharge project. The groundwater recharge includes the capture of above base flow water (water which is generated from rainfall runoff above the base river flow) in the Little Arkansas River, transferred to and stored in the aquifer. A 1.58 acre site for a recharge well is required from the parcel located along Willow Lake Road in Section 23, Township 24 South, Range 3 West in Harvey County. The property is in agricultural production and no improvements are impacted as a result of the acquisition.

**Analysis:** The owner agreed to convey the necessary land for estimated appraised value of \$5,609. This amount is comprised of \$3,665 an acre for the 1.58 acres.

**Financial Considerations:** A budget of \$7,109 is requested; this includes \$5,609 for the acquisition, \$1,500 for title work, title insurance, closing costs and administrative fees. Funding for this project is included in the Capital Improvement Plan (CIP) in W-549, Water Supply Plan Phase III, which has sufficient funds for the proposed acquisition.

**Goal Impact:** The acquisition of this parcel is necessary to ensure Efficient Infrastructure.

**Legal Considerations:** The Law Department approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council approve the agreement and authorize the necessary signatures.

**Attachments:** Real estate purchase agreement, tract map and area map.

## REAL ESTATE PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between Thomas G. and Florence A. Bergkamp, joint tenants, party of the First Part, hereinafter referred to as "Seller," whether one or more, and City of Wichita, KS, a Municipal Corporation, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

WITNESSETH: That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient Statutory Warranty Deed of the following described real property, situated in Harvey County, Kansas, to wit:

Described as: MR 45, The North 297 feet of the East 232 feet of the Southeast Quarter (SE/4) of Section Twenty-three (23), Township Twenty-four (24) South, Range Three (3) West of the 6<sup>th</sup> Principal Meridian in Harvey County, Kansas; containing 1.58 acres, more or less, including existing road right-of-way.

2. The Buyer hereby agrees to purchase and pay to the Seller the sum of Five Thousand Six Hundred Nine Dollars and No/100 (\$5,609.00) in the manner following, to-wit: cash at closing, which sum the Seller agrees is adequate compensation for such conveyance to Buyer of the above described real property, any and all damages including but not limited to severance, crops exceeding current crop, drainage and fencing.

3. A complete abstract of title certified to date, or a title insurance company's commitment to insure, to the above described real property, showing a merchantable title vested in the Seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to Property Management Division for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time after said Title Evidence has been examined in which to correct any defects in title.

4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.

5. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before November 7, 2011.

6. The Seller further agrees to convey the above described premises with all the improvements located thereon and deliver possession of the same in the same condition as they are now, reasonable wear and tear excepted.

7. Possession to be given to Buyer on date of closing.

8. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer. Buyer will pay 100% closing costs.



9. Seller hereby agrees that damages arising, if any, to the remainder property during construction are to be addressed by filing a claim with the Buyer, City of Wichita, Kansas, City Clerk's Office. 455 North Main, Wichita, KS 67202. (316)268-4529.

10. Site Assessment

A. At any time prior to closing of this Agreement, the buyer shall have the right to conduct or cause to be conducted an environmental site assessment and/or testing on the property. If an environmental audit or test reveals the presence of a hazardous substance or waste, as defined by federal or state law, or that there has been a spill or discharge of a hazardous substance or waste on the property, the Buyer shall have the right to void this agreement upon notice to the Seller, in which event neither party shall be under any further obligation to the other, with the exception that Seller shall return to Buyer any deposit made hereunder.

B. The Buyer or its agents shall have the right, without the obligation, to enter upon the property prior to closing to undertake an environmental site assessment or any other inspection of the property at the Buyer's sole expense.

C. Provided, however, Buyer shall in no event be obligated to close before the completion of a site assessment made pursuant to this paragraph. If a site assessment cannot be completed prior to the closing date set herein, then the Buyer and Seller shall, unless Buyer chooses to void this agreement, close within ten (10) days of the completion of such site assessment. The Buyer shall, if Buyer determines that a site assessment is necessary, exercise good faith in commencing and diligently completing such site assessment.

11. Buyer agrees to indemnify and hold harmless Seller from any and all claims for personal injury and/or property damage resulting from any and all claims, expenses, suits or other costs relating to Buyer's occupancy of the subject property prior to closing. Buyer's occupancy of the subject property prior to closing shall be completely at the risk of Buyer and Seller shall bear no responsibility whatsoever for the actions of Buyer and/or its contractors or subcontractors for matters related to such occupancy.

12. Buyer is claiming no interest in Water Right No. 24105.

13. Paragraphs 9 and 11 shall survive the closing.

<REMAINDER OF PAGE LEFT BLANK INTENTIONALLY>



**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**

Thomas G. Bergkamp  
Thomas G. Bergkamp, joint tenant

Florence A. Bergkamp  
Florence A. Bergkamp, joint tenant

**BUYER:**

**ATTEST:**

\_\_\_\_\_  
Carl Brewer, Mayor

\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



NE/4  
SECTION 23

NW/4  
SECTION 24

SW/4  
SECTION 24

N.E. Corner, SE/4  
Sec. 23, T24S, R3W

232.00'

297.00'

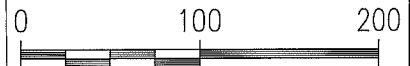
(WELL MR45 SITE)

Existing 30' R/W

WILLOW LAKE RD

TRACT 128  
SE/4  
SECTION 23

Existing City of Wichita  
5 Acre Well Site Easement (MR45)



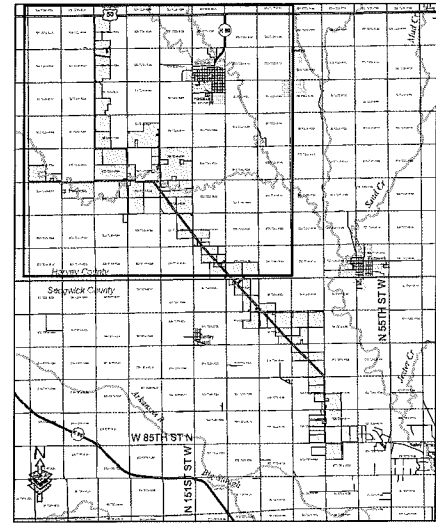
OWNER:  
Bergkamp, Thomas and Florence

Tract 128 (MR45)  
The North 297 feet of the East 232 feet of the Southeast Quarter (SE/4) of  
Section Twenty-three (23), Township Twenty-four (24) South, Range Three  
(3) West of the 6th Principal Meridian in Harvey County, Kansas; containing  
1.58 acres, more or less, including existing road right-of-way.



**Legend**

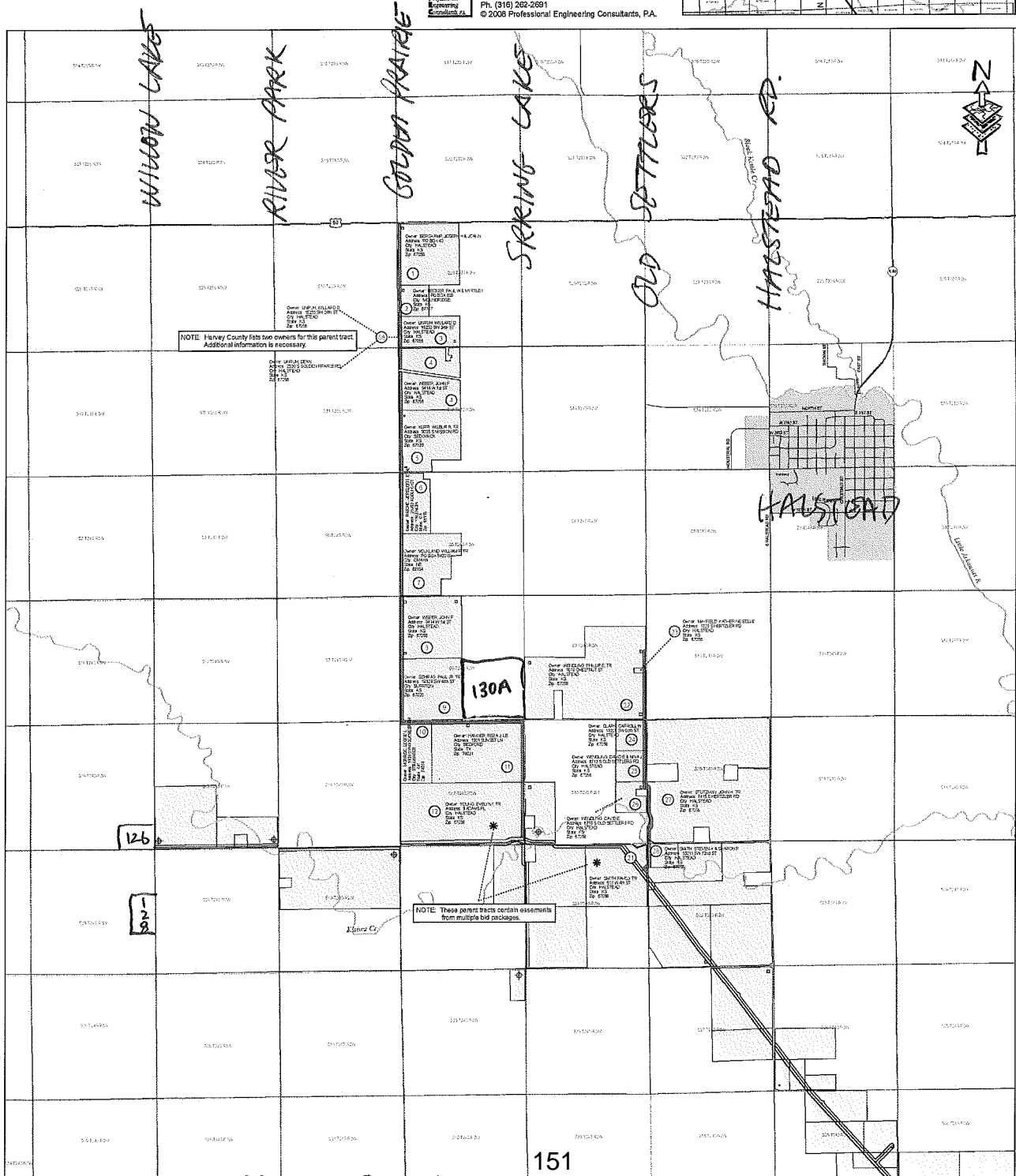
- Section Lines
- City Limits
- County Boundaries
- Streets and Roads
- Highways
- Rivers and Streams
- Parent Tracts
- Bid Package 1 Easements
- Bid Package 2 Easements
- Bid Package 3 Easements
- Well Location
- RR ## Well ID Number
- # Parent Tract ID Number



# BID PACKAGE 3

## Property Acquisition Map

Q:\2007\07685\Brent\Project GIS\ASR Bid Package2 Easements.mxd  
 Last saved 2/2/2009 by SAD  
 NAD 1983 StatePlane Kansas\_South\_FIPS\_1502\_Feet  
 Projection: Lambert\_Conformal\_Conic  
 Professional Engineering Consultants, P.A.  
 303 S. Topeka  
 Wichita, KS 67202  
 Ph. (316) 262-2691  
 © 2008 Professional Engineering Consultants, P.A.



**CITY OF WICHITA**  
**City Council Meeting**  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** Partial Acquisition of 1522 North 135<sup>th</sup> Street West for the 135<sup>th</sup> Street from 13<sup>th</sup> Street to 21<sup>st</sup> Street Improvement Project (District V)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** On April 19, 2011, the City Council approved funding to acquire right-of-way for a project to improve 135<sup>th</sup> Street West from 13<sup>th</sup> Street North to 21<sup>st</sup> Street North. The improvements will consist of widening the two lane road to three lanes. A center lane will be improved with a two-way, left turn lane and landscaped medians. Landscaping will be installed within available right of way. Ditches will be replaced with a storm water sewer system and sidewalks will be built along both the east and west side of 135<sup>th</sup>. The intersection at 135<sup>th</sup> Street and 21<sup>st</sup> Street will be improved with left turn lanes in each direction. Traffic signalization will be installed at the intersection if warranted at the time of construction. To facilitate the project, a half acre of land is needed from the southeastern portion of the property located at 1522 N 135<sup>th</sup> Street as a dedicated drainage way. There is a grove of trees within the proposed acquisition area.

**Analysis:** The property at 1522 North 135<sup>th</sup> Street is zoned and improved for residential use. The improvements are removed from the proposed dedicated drainage area, however; there are twenty trees planted in the proposed area. The market value of the acquisition was estimated at \$7,375 (\$.35 per square foot). This amount was offered to the owner and was accepted. An additional \$3,000 (\$150 per tree) has been agreed upon for the damages to the twenty trees.

**Financial Considerations:** The funding source is General Obligations Bonds. A budget of \$11,875 is requested. This includes \$10,375 and \$1,500 for closing costs and related charges.

**Goal Impact:** The acquisition of this easement is necessary to ensure Efficient Infrastructure by improving an arterial street through a developed part of the City.

**Legal Considerations:** The Law Department has approved the real estate purchase agreement as to form.

**Recommendation/Action:** It is recommended that the City Council; 1) Approve the contract; 2) Approve the budget; and 3) Authorize all necessary signatures.

**Attachments:** Aerial map, tract map and real estate purchase agreement.

## EASEMENT PURCHASE CONTRACT

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between Vincent J. Garcia, hereinafter referred to as "Seller," whether one or more, and the City of Wichita, Kansas, a municipal corporation, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient easement the following described real property, situated in Sedgwick County, Kansas, to-wit:

### Permanent Drainage Dedication

A parcel of land lying in Lot 1, Vince Garcia Addition in the Southwest Quarter of Section 12, Township 27 South, Range 2 West of the 6<sup>th</sup> P.M., Sedgwick County, Kansas, said parcel of land being described as follows:

Beginning at the southeast corner of said Lot 1, Vince Garcia Addition, Sedgwick County, Kansas; thence S88°17'32"W along the south line of said Lot 1, 170.97 feet to the southeast corner of a Floodway Reserve; thence N21°14'40"E along the east line of said Floodway Reserve, 164.17 feet to a point of intersection; thence N88°50'43"E perpendicular to the east line of said Lot 1, 108.39 feet to a point on said east line; thence S01°09'17"E along said east line, 150.16 feet to the Point of Beginning.

Said parcel contains 21,064 square feet, more or less.

2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described easement the sum of Ten Thousand Three Hundred Seventy-Five Dollars (\$10,375) in the manner following to-wit: cash at closing.
3. A title insurance company's commitment to insure or a complete abstract of title certified to date, to the above-described real property, showing a merchantable title vested in the seller, subject to easements and restrictions of record is required. The Title Evidence shall be sent to the Office of Property Management for the City of Wichita for examination by the Buyer as promptly and expeditiously as possible, and it is understood and agreed that the Seller shall have a reasonable time, but not to exceed thirty (30) days after said Title Evidence has been examined in which to correct any defects in title. If defects in title are not corrected to Buyer's satisfaction, Buyer, at Buyer's option, may cancel this contract. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid 0% by Seller and 100% by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing

date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.

6. The Seller further agrees to convey the above-described premises with all the improvements located thereon and deliver possession of the same in the same condition as they now are, reasonable wear and tear accepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before February 3, 2012.
9. Possession to be given to Buyer at closing
10. Closing costs shall be paid 100% by Buyer and 0% by Seller.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**SELLER:**

---

**Vincent J. Garcia**

**BUYER:**

City of Wichita, KS, a municipal corporation

---

Carl Brewer, Mayor

**ATTEST:**

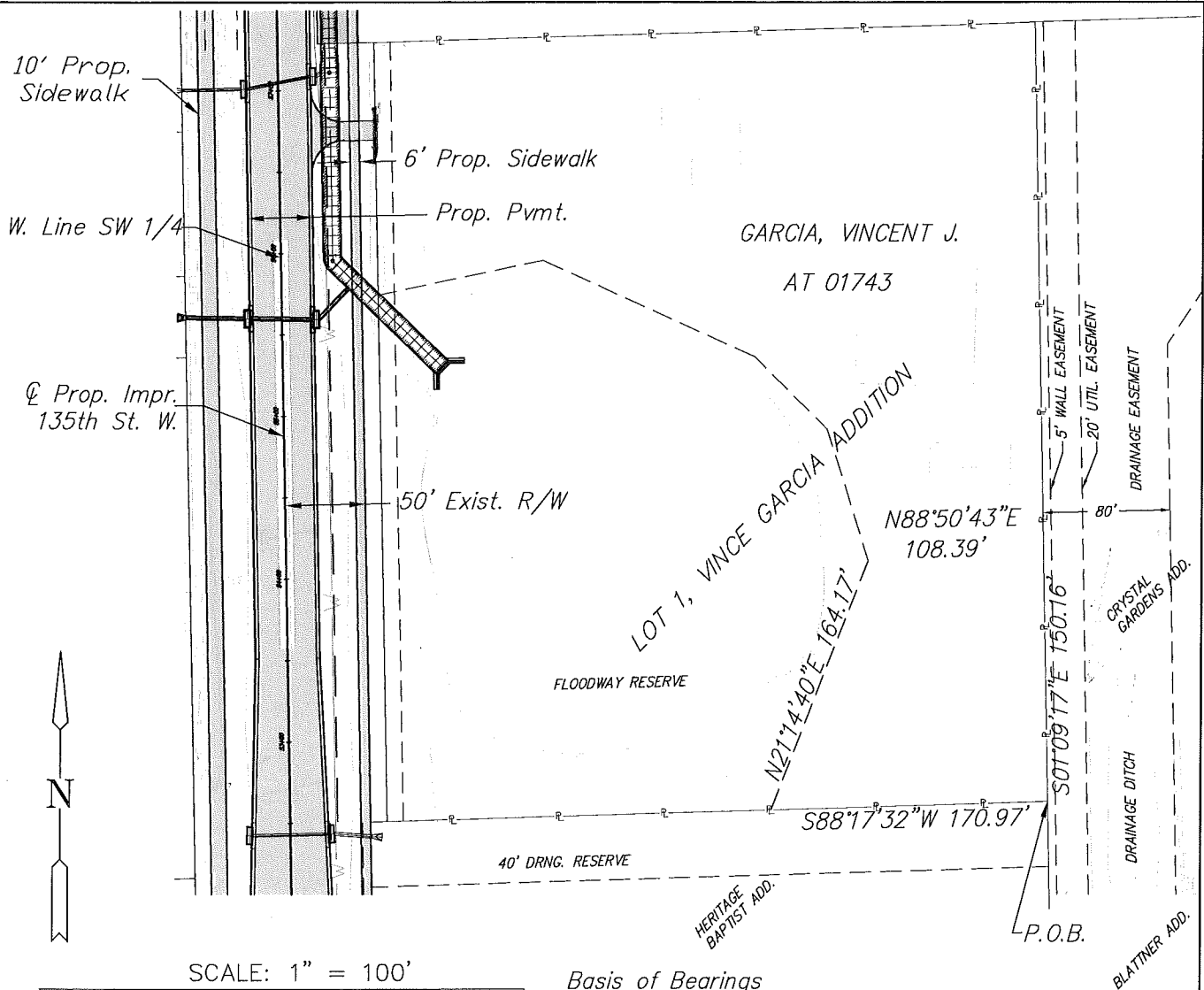
---

Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

---

Gary E. Rebenstorf, Director of Law



SCALE: 1" = 100'



## LEGAL DESCRIPTION:

### Permanent Drainage Dedication:

A parcel of land lying in Lot 1, Vince Garcia Addition in the Southwest Quarter of Section 12, Township 27 South, Range 2 West of the Sixth Principal Meridian, Sedgwick County, Kansas, said parcel of land being more particularly described as follows:

Beginning at the southeast corner of said Lot 1, Vince Garcia Addition, Sedgwick County, Kansas; thence S88°17'32"W along the south line of said Lot 1, 170.97 feet to the southeast corner of a Floodway Reserve; thence N21°14'40"E along the east line of said Floodway Reserve, 164.17 feet to a point of intersection; thence N88°50'43"E perpendicular to the east line of said Lot 1, 108.39 feet to a point on said east line; thence S01°09'17"E along said east line, 150.16 feet to the Point of Beginning.

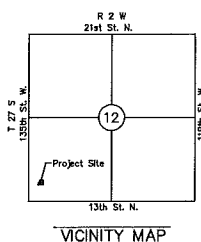
Said parcel contains 21,064 sq. ft.

### Owner:

GARCIA, VINCENT J.  
1522 N. 135th ST. W.  
Wichita, KS. 67235-9530

### Property Identification:

AT 01743



### Basis of Bearings

Kansas South Zone Grid Bearing NAD83

## LEGEND

P.O.B. - Point of Beginning

— — Right of Way

— — Construction Limits

■ New street and sidewalks

Permanent Drainage Dedication  
= 21,064 sq. ft.

■ Right of Way Acquisition

J:\CIVIL\10265\DWG\ROW-PROP\10265 TRACT MAPS ROW.DWG



**MKEC**  
ENGINEERING  
CONSULTANTS  
411 N. WEBB ROAD  
WICHITA, KS. 67206  
316 - 684 - 9600

**135th ST. WEST 13TH TO 21ST ST. NORTH**

PROJECT NAME

**Permanent Drainage Dedication  
TRACT MAP 3**

SHEET TITLE

JRA

DESIGN BY:

DSN

DRAWN BY:

CWL

CHECKED BY:

JULY 2011

DATE

10265

JOB NO.

1 / 1

SHEET/OF



# Heritage/Garcia



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and can distortions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

**WICHITA**



**CITY OF WICHITA**  
**City Council Meeting**  
January 24, 2012

**TO:** Mayor and City Council Members

**SUBJECT:** Partial Acquisition of 5942 North Broadway for the Wichita-Valley Center Flood Control Levee Certification and Rehabilitation Project (District VI and County)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

---

**Recommendation:** Approve the acquisition.

**Background:** In 2007, the City of Wichita and Sedgwick County entered into an agreement with Federal Emergency Management Agency (FEMA) whereby it was agreed that the City and County would provide certification that the Wichita-Valley Center Flood Control levee system meet revised FEMA levee standards. As part of this certification process, certain portions of the levee system were identified as needing rehabilitation. One such segment is located at 5942 North Broadway. The property is zoned and improved for residential use. The proposed acquisition area is along the east property line, which is considered to be the rear of the property. Trees will be removed as a result of the project. No other improvements are impacted.

**Analysis:** The owner agreed to accept the appraised offer of \$930, or \$0.80 per square foot for the land and \$225 for damages to the trees.

**Financial Considerations:** The funding source for the project is General Obligation Bonds. A budget of \$1,655 is requested. This includes \$1,155 for the acquisition and \$500 for closing costs and title insurance.

**Goal Impact:** The acquisition of this parcel is necessary to ensure Efficient Infrastructure by improving storm water issues in a major residential area.

**Legal Considerations:** The Law Department has approved the real estate agreement as to form.

**Recommendations/Actions:** It is recommended that the City Council; 1) Approve the budget; 2) Approve the real estate agreement; and 3) Authorize the necessary signatures.

**Attachments:** Real estate agreement, tract map, and aerial map.

PROJECT: North Levee

DATE: January 4, 2012

COUNTY: Sedgwick

TRACT NO.: 59

**CITY OF WICHITA, KANSAS**  
**A MUNICIPAL CORPORATION**

**CONTRACT FOR CONVEYANCE OF REAL ESTATE BY WARRANTY DEED**

THIS AGREEMENT made and entered into this 4<sup>th</sup> day of January, 2011 by and between:

Scott Orr and Shirley Orr, husband and wife, landowners, and the City of Wichita, State of Kansas,

WITNESSETH, For consideration as hereinafter set forth, the landowner(s) hereby agree(s) to convey unto the City, their duly authorized agents, contractors and assigns the right to enter upon the following described land in Sedgwick County to wit:

A Right-of-way Acquisition Described as Follows:

SEE ATTACHED DESCRIPTION

It is understood and agreed that landowner(s) is/are responsible for all property taxes on the above described property accrued prior to the conveyance of title to the City. In the event of relocation, landowner(s) hereby expressly agrees and covenants that they will hold and save harmless and indemnify the City and its authorized representatives from any and all costs, liabilities, expenses, suits, judgements, damages to persons or property or claims of any nature whatsoever which may occur during the time the City becomes legally entitled to the property until the relocation is completed. In no event will the land owner(s) be required to move until the City becomes legally entitled to the property.

The City agrees to purchase the above described real estate, and to pay therefore, the following amount within 45 days after the warranty deed conveying said property free of encumbrance has been delivered.



Approximately <u>1,154.8</u> sq. ft. for right-of-way	\$930.00
<u>sq. ft.</u> for Temporary Easement	
Cost to Cure:	
Damages including but not limited to: _____	\$225.00

**TOTAL      \$1,155.00**

It is understood and agreed that the above stated consideration for said real estate is in full payment of said tract of land and all damages arising from the transfer of said property and its use for the purposes above set out.

**IN WITNESS WHEREOF** The parties have hereunto signed this agreement the day and year first above written.

**LANDOWNER:**

  
 Scott Orr  
  
 Shirley Orr

City of Wichita  
 County of Sedgwick  
 State of Kansas

**BUYER:**

City of Wichita, KS, a municipal corporation

\_\_\_\_\_  
 Carl Brewer, Mayor

**ATTEST:**

\_\_\_\_\_  
 Karen Sublett, City Clerk

Approved as to form:

\_\_\_\_\_  
 Gary E. Rebenstorf, Director of Law

**MEMORANDA**

Exact and full name of owner, as it appears of record:

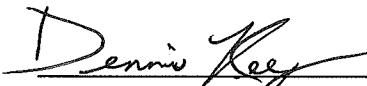
Shirley Orr

If mortgage or other liens, show names of holders:

\_\_\_\_\_

**REMARKS:**

RECOMMENDED BY:

  
Dennis Keegan, Acquisition Agent

Tract #59

ADDITIONAL TAKING DESCRIPTION:

A portion of the Northwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as commencing at the Northwest corner of the South 20 acres of the West half of said Northwest Quarter; thence N89°19'46"E (assumed), along the north line of Lot 1, Creason Addition, Park City, Sedgwick County, Kansas, 337.29 feet to the point of beginning; thence N12°18'31"W, 155.77 feet; thence N07°22'05"W, 99.70 feet; thence N01°53'25"W, 78.13 feet to a point 329.7 feet north of the north line of the south 20 acres of said West half; thence N89°19'43"E, parallel with the south line of said West half, 3.62 feet to a point on the west line of the Chisholm Creek Diversion per condemnation case A-41501; thence southerly along the west line of said Chisholm Creek Diversion, said line being a 05°47.8' curve to the left having a calculated radius of 988.43 feet, an arc length of 235.03 feet, a chord length of 234.47 feet, a chord bearing of S06°41'07"E, to the point of termination of said curve; thence S13°19'33"E, along the west line of said Chisholm Creek Diversion, 98.91 feet, to a point on the north line of said South 20 Acres, and the north line of said Lot 1, Creason Addition; thence S89°19'43"W, along the north line of said South 20 Acres, and the north line of said Lot 1, Creason Addition, 5.15 feet to the point of beginning.

Additional Taking contains 1,154.8 square feet or 0.027 acres.

White Tract #59 (Key # KE-PC-01872):

Beginning at the Northwest corner of the South 20 acres of the West half of the Northwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas; thence East along the North line of said 20 acres, 428 feet to the center line of the West branch of Chisholm Creek; thence North along the center of said creek with the meanderings thereof to a point 329.7 feet North of the North line of said 20 acres; thence West parallel to the said North line of said 20 acres to the west line of said Northwest Quarter; thence South to the place of beginning, EXCEPT that portion condemned for flood control purposes in District Court Case #4-41501; and EXCEPT that portion taken for highway in Case #92066.

#### ADDITIONAL TAKING DESCRIPTION:

A portion of the Northwest Quarter of Section 16, Township 26 South, Range 1 East of the Sixth Principal Meridian, Sedgwick County, Kansas described as commencing at the Northwest corner of the South 20 acres of the West half of said Northwest Quarter; thence North 89°19'46"E (assumed), along the north line of Lot 1, Creason Addition, Park City, Sedgwick County, Kansas, 337.29 feet to the point of beginning; thence N12°16'31"W, 155.77 feet; thence N07°22'05"W, 99.70 feet; thence N07°53'25"W, 28.13 feet to a point 329.7 feet North of the north line of the south 20 acres of said West half; thence N89°19'43"E, parallel with the south line of said Chisholm Creek Division per condemnation case A-41501; thence southerly along the west line of said Chisholm Creek Division, said line being a 05°47.8' curve to the left having a calculated radius of 983.43 feet, an arc length of 235.03 feet, a chord length of 234.47 feet, a chord bearing of S08°41'07"E, to the point of termination of said curve; thence S13°19'31"E, along the west line of said Chisholm Creek Division, 98.91 feet, to a point on the north line of said South 20 Acres; and the north line of said Lot 1, Creason Addition; thence S89°19'43"W, along the north line of said South 20 Acres, and the north line of said Lot 1, Creason Addition, 515 feet to the point of beginning.

Additional Taking contains 1,154.8 square feet or 0.027 acres.

#### NOTES:

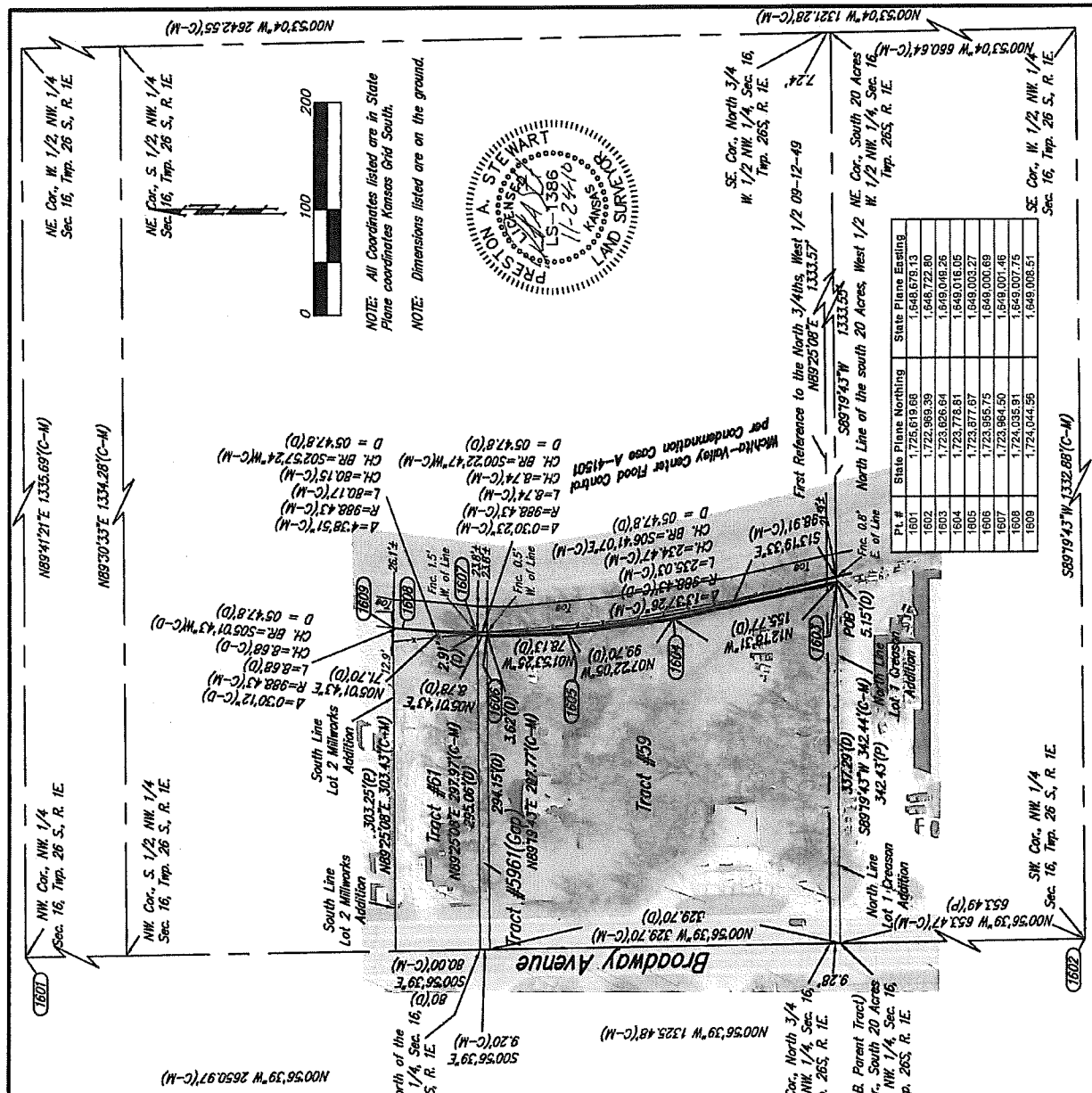
1. Grant of Right of Way filed August 5, 1925, in Misc. Book 32, Page 418. (Covers the west 200 feet of subject property).
2. Grant of Right of Way filed October 25, 1934, in Misc. Book 117, Page 364. (blanket in nature over subject property).

**Tract #59 - Exhibit**

**KE-PC-01872 - NW 16, Twp.26S,R.1E**

**Sedgwick County, Kansas**

REVISIONS	APPROVED	DRAWN	DATE
	MCUC	PAS	November 24, 2010
SCALE 1"=100'			
Baughman Company, P.A. 315 Pines, Wichita, KS 67211, P10032721, P10032409			
ENGINEERING   SURVEYING   PLANNING   LANDSCAPE ARCHITECTURE			
T:\Projects\WVC\FILES_10407-P687\Tract 59.dwg			



PL #	State Plane Northing	State Plane Easting
1801	1,725,619.66	1,548,675.13
1802	1,722,989.39	1,548,722.82
1803	1,723,926.64	1,549,046.26
1804	1,723,778.81	1,549,016.05
1805	1,723,877.67	1,549,003.27
1806	1,723,955.75	1,549,000.69
1807	1,723,964.50	1,549,001.46
1808	1,724,035.91	1,549,007.75
1809	1,724,044.59	1,549,005.51

# 5942 N Broadway



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.

City of Wichita  
City Council Meeting

January 24, 2012

**TO:** Mayor and City Council Members

**SUBJECT:** Repair or Removal of Dangerous & Unsafe Structures  
(Districts I and VI)

**INITIATED BY:** Office of Central Inspection

**AGENDA:** Consent

-----  
**Recommendations:** Adopt the attached resolutions to schedule required City Council public hearings to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes.

**Background:** On January 9, 2012, the Board of Code Standards and Appeals conducted hearings on the four (4) properties listed below. The buildings on these properties are considered dangerous and unsafe structures per State Statutes and local ordinances, and are being presented in order to schedule condemnation hearings before the City Council. The Board of Code Standards and Appeals has recommended that the City Council proceed with condemnation, demolition and removal of the dangerous buildings on these properties.

**Analysis:** Minimum Housing Code violation notices have been issued on these structures; however, compliance has not been achieved. Pre-condemnation and formal condemnation letters have also been issued, and the time granted for repair or removal has expired. No actions have been taken by the property owners and/or other interested parties to complete required building repairs or to remove the dangerous buildings.

<u>Property Address</u>	<u>Council District</u>
a. 1210 North Poplar	I
b. 1621 North Volutsia	I
c. 2615 / 2617 East Stadium (duplex)	I
d. 1547 North Santa Fe	VI

**Financial Considerations:** Structures condemned as dangerous buildings are demolished with funds from the Office of Central Inspection Special Revenue Fund contractual services budget, as approved annually by the City Council. This budget is supplemented by an annual allocation of federal Community Development Block Grant funds for demolition of structures located within the designated Neighborhood Reinvestment Area. Expenditures for dangerous building condemnation and demolition activities are tracked to ensure that City Council Resolution No. R-95-560, which limits OCI expenditures for non-revenue producing condemnation and housing code enforcement activities to 20% of OCI's total annual budgeted Special Revenue Fund expenditures, is followed. Owners of condemned structures demolished by the City are billed for the contractual costs of demolition, plus an additional \$500 administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property.

**Goal Impact:** This agenda item impacts the goal indicator to Support a Dynamic Core Area and Vibrant Neighborhoods. Dangerous building condemnation actions, including demolitions, remove blighting and unsafe buildings that are detrimental to Wichita neighborhoods.



**Legal Considerations:** The structures have defects that under Ordinance No. 28-251 of the Code of the City of Wichita cause them to be deemed as dangerous and unsafe buildings for condemnation consideration, as required by State Statutes.

**Recommendations/Actions:** It is recommended that the City Council adopt the attached resolutions to schedule a public hearing before the City Council on March 6, 2012 at 9:30 a.m. or soon thereafter, to consider condemnation of structures deemed dangerous and unsafe per Kansas State Statutes and local ordinances.

**Attachments:** Letters to Council, summaries, and resolutions.

## GROUP # 5

# NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1210 N. POPLAR** and legally described as: **LOTS 90 AND 92, ON MONA, NOW POPLAR AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **March 6, 2012** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Donte Martin, Interim Superintendent, Office of Central Inspection  
City of Wichita

**STATE OF KANSAS     )**

**) ss:**

**SEDGWICK COUNTY)**

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Donte Martin, Interim Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one story frame dwelling about 26 x 36 feet in size. Vacant for at least 3 years, this structure has shifting concrete block basement walls; rotted wood siding; sagging and badly worn composition roof with holes and missing shingles; deteriorated front porch; and the roof rafters and decking are rotted.

**(b) Street Address:** 1210 N. POPLAR

**(c) Owners:**  
Willie J. Douglas and Bennie J. Douglas  
1953 N Poplar  
Wichita KS 67214

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:**  
Kelly Arnold, County Clerk  
Sedgwick County Courthouse  
525 N Main  
Wichita KS 67203

Chris McElgunn, Attorney  
301 N Main #1600  
Wichita KS 67202

State of Kansas  
Revenue Dept Tax Liens  
915 SW Harrison  
Topeka KS 66612

Commerce Bank  
c/o Attorney Richard K. Thompson  
100 N Broadway Suite 500  
Wichita KS 67202

**(g) Mortgage Holder(s):** None

**(h) Interested Parties:** None

**DATE: January 11, 2012**

**CDM SUMMARY**

**COUNCIL DISTRICT # I**

**ADDRESS: 1210 N. POPLAR**

**LEGAL DESCRIPTION: LOTS 90 AND 92, ON MONA, NOW POPLAR AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 26 x 36 feet in size. Vacant for at least 3 years, this structure has shifting concrete block basement walls; rotted wood siding; sagging and badly worn composition roof with holes and missing shingles; deteriorated front porch; and the roof rafters and decking are rotted.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date

## GROUP # 5

## NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1621 N. VOLUTSIA** and legally described as: **LOTS 17 AND 19, ON VOLUTSIA AVENUE, FAIRMOUNT ORCHARDS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **March 6, 2012** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Donte Martin, Interim Superintendent, Office of Central Inspection  
City of Wichita

[illegible]

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Donte Martin, Interim Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one story frame dwelling about 38 x 23 feet in size. Vacant for at least 3 years, this structure has deteriorated and rotted wood siding; and rotted windows and wood trim.

**(b) Street Address:** 1621 N. VOLUTSIA

**(d) Owners:**  
**Oneil Davis and Julia Ann Davis**  
**5017 E 21st N**  
**Wichita KS 67208**

**Oneil Davis and Julia Ann Davis**  
**c/o Attorney William H. Zimmerman**  
**200 W Douglas Suite 900**  
**Wichita KS 67202**

**Oneil Davis and Julia Ann Davis**  
**c/o Trustee Laurie B. Williams**  
**225 N Market**  
**Wichita KS 67202**

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:**  
**Kelly Arnold, County Clerk**  
**Sedgwick County Courthouse**  
**525 N Main**  
**Wichita KS 67203**

**Chris McElgunn, Attorney**  
**301 N Main #1600**  
**Wichita KS 67202**

**IRS Federal Tax Lien**  
**Stope 5333 WIC**  
**271 W 3rd N #3000**  
**Wichita KS 67202**

**(i) Mortgage Holder(s):** None

**(j) Interested Parties:** None

**DATE: January 11, 2012**

**CDM SUMMARY**

**COUNCIL DISTRICT # I**

**ADDRESS: 1621 N. VOLUTSIA**

**LEGAL DESCRIPTION: LOTS 17 AND 19, ON VOLUTSIA AVENUE, FAIRMOUNT ORCHARDS  
ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 38 x 23 feet in size. Vacant for at least 3 years, this structure has deteriorated and rotted wood siding; and rotted windows and wood trim.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date

## GROUP # 5

## NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **2615 / 2617 E. STADIUM (DUPLEX)** and legally described as: **THE EAST 28 FEET OF LOT 15 AND LOT 16, EXCEPT THE EAST 18 FEET THEREOF, SHADYBROOK ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **March 6, 2012** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Donte Martin, Interim Superintendent, Office of Central Inspection  
City of Wichita

[illegible]

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Donte Martin, Interim Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:





**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A one story frame dwelling about 26 x 42 feet in size. Vacant for at least 4 years, this structure has cracking and missing vinyl siding, with holes; badly worn composition roof; and rotted porch roof overhangs.

**(b) Street Address:** 2615 / 2617 E. STADIUM (duplex)

**(e) Owners:**  
Davis Land Company  
c/o Oneil Davis  
5017 E 21st N  
Wichita KS 67208

Davis Land Company c/o Oneil Davis  
c/o Attorney William H. Zimmerman  
200 W Douglas Suite 900  
Wichita KS 67202

Davis Land Company c/o Oneil Davis  
c/o Trustee Laurie B. Williams  
225 N Market  
Wichita KS 67202

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:**  
Kelly Arnold, County Clerk  
Sedgwick County Courthouse  
525 N Main  
Wichita KS 67203

Chris McElgunn, Attorney  
301 N Main #1600  
Wichita KS 67202

**(k) Mortgage Holder(s):**

**(l) Interested Parties:**

**DATE: January 11, 2012**

**CDM SUMMARY**

**COUNCIL DISTRICT # I**

**ADDRESS: 2615 / 2617 E. STADIUM (duplex)**

**LEGAL DESCRIPTION: THE EAST 28 FEET OF LOT 15 AND LOT 16, EXCEPT THE EAST 18 FEET THEREOF, SHADYBROOK ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE: A one story frame dwelling about 26 x 42 feet in size. Vacant for at least 4 years, this structure has cracking and missing vinyl siding, with holes; badly worn composition roof; and rotted porch roof overhangs.**

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date

## GROUP # 5

## NOTICE OF DEMOLITION ACTION

This is to certify that the property located at **1547 N. SANTA FE** and legally described as: **LOTS 37 AND 39, ON FIFTH AVENUE, NORTH PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, is the subject of a demolition action by the City of Wichita, Kansas, under the provisions of Section 18.16 of the Code of the City of Wichita. Unless certain improvements to the structure(s) located thereon are commenced and completed by **March 6, 2012** such structures are subject to being demolished and the costs associated therewith charged, as a lien, against the above-described real property.

Donte Martin, Interim Superintendent, Office of Central Inspection  
City of Wichita

**STATE OF KANSAS     )**

**) ss:**

**SEDGWICK COUNTY)**

BE IT REMEMBERED, That on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for the County and State aforesaid, came Donte Martin, Interim Superintendent of the Office of Central Inspection, City of Wichita, personally known to me to be the same person who executed the within instrument of writing and such person duly acknowledged the execution of the same.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official seal; the day and year last above written.

Notary Public

My Appointment Expires:



**TO:** The Mayor and City Council  
Wichita, Kansas

**RE:** Statement of Dangerous or Unsafe Structure

The following described structure is in a dangerous or unsafe condition:

**(a) Description of Structure:** A two story frame dwelling about 20 x 54 feet in size. Vacant and open, this structure has missing aluminum siding; deteriorated wood lap siding; sagging composition roof, with missing shingles; badly deteriorated, sagging front porch with bowing porch columns; and rotted soffit, fascia and wood trim; .

**(b) Street Address:** 1547 N. SANTA FE

**(f) Owners:**  
George Buster and Cheryle D. George  
POST ON PROPERTY

**(d) Resident Agent:** None

**(e) Occupant:** None

**(f) Lienholders of Record:**  
Kelly Arnold, County Clerk  
Sedgwick County Courthouse  
525 N Main  
Wichita KS 67203

Chris McElgunn, Attorney  
301 N Main #1600  
Wichita KS 67202

Dupont Mtg Inc  
309 S Laura #200  
Wichita KS 67211

**(m) Mortgage Holder(s):** None

**(n) Interested Parties:** None

**DATE: January 11, 2012**

**CDM SUMMARY**

**COUNCIL DISTRICT # VI**

**ADDRESS: 1547 N. SANTA FE**

**LEGAL DESCRIPTION: LOTS 37 AND 39, ON FIFTH AVENUE, NORTH PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**

**DESCRIPTION OF STRUCTURE:** A two story frame dwelling about 20 x 54 feet in size. Vacant and open, this structure has missing aluminum siding; deteriorated wood lap siding; sagging composition roof, with missing shingles; badly deteriorated, sagging front porch with bowing porch columns; and rotted soffit, fascia and wood trim; .

Description of dangerous or unsafe condition(s): The property is found to be dangerous and unsafe because of the following conditions:

- A. Those, which have been damaged by fire, wind, want of repair, or other causes so as to have become dangerous to life, safety, morals or the general health and welfare of the occupants or the people of the city.**
- B. The structure fails to provide the necessities to decent living, which makes it, unfit for human habitation.**
- C. Those open to unauthorized persons or those permitted to be attractive to loiterers, vagrants, or children.**
- D. Those whose use, equipment or want of good housekeeping constitutes a decided fire or safety hazard to the property itself or its occupants or which presents a decided fire or safety hazards to surrounding property or a menace to the public safety and general welfare.**

City Ordinance states that any one of the above categories is just cause to declare the building a public nuisance and shall be repaired or demolished.

---

Superintendent of Central Inspection  
Enforcing Officer

---

Date

\_\_\_\_\_  
**PUBLISHED IN THE WICHITA EAGLE ON**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 90 AND 92, ON MONA, NOW POPLAR AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1210 N. POPLAR** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of January 2012**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **6th day of March 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 90 AND 92, ON MONA, NOW POPLAR AVENUE, FAIRMOUNT PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **1210 N. POPLAR**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 26 x 36 feet in size. Vacant for at least 3 years, this structure has shifting concrete block basement walls; rotted wood siding; sagging and badly worn composition roof with holes and missing shingles; deteriorated front porch; and the roof rafters and decking are rotted.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of January 2012**.

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
**PUBLISHED IN THE WICHITA EAGLE ON**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 17 AND 19, ON VOLUTSIA AVENUE, FAIRMOUNT ORCHARDS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1621 N. VOLUTSIA** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of January 2012**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **6th day of March 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 17 AND 19, ON VOLUTSIA AVENUE, FAIRMOUNT ORCHARDS ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **1621 N. VOLUTSIA**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is a one story frame dwelling about 38 x 23 feet in size. Vacant for at least 3 years, this structure has deteriorated and rotted wood siding; and rotted windows and wood trim.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of January 2012**.

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
**PUBLISHED IN THE WICHITA EAGLE ON**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **THE EAST 28 FEET OF LOT 15 AND LOT 16, EXCEPT THE EAST 18 FEET THEREOF, SHADYBROOK ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 2615 / 2617 E. STADIUM (DUPLEX)** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of January 2012**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **6th day of March 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **THE EAST 28 FEET OF LOT 15 AND LOT 16, EXCEPT THE EAST 18 FEET THEREOF, SHADYBROOK ADDITION TO THE CITY OF WICHITA, SEDGWICK COUNTY, KANSAS**, known as: **2615 / 2617 E. STADIUM (duplex)**, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A one story frame dwelling about 26 x 42 feet in size. Vacant for at least 4 years, this structure has cracking and missing vinyl siding, with holes; badly worn composition roof; and rotted porch roof overhangs.

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of January 2012**.

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk



\_\_\_\_\_  
**PUBLISHED IN THE WICHITA EAGLE ON**  
**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION FIXING A TIME AND PLACE AND PROVIDING FOR NOTICE OF A HEARING BEFORE THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, AT WHICH THE OWNER, HIS AGENT, LIENHOLDERS OF RECORD AND OCCUPANTS OF PROPERTY LEGALLY DESCRIBED AS: **LOTS 37 AND 39, ON FIFTH AVENUE, NORTH PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS KNOWN AS 1547 N. SANTA FE** MAY APPEAR AND SHOW CAUSE WHY SUCH STRUCTURE SHOULD NOT BE CONDEMNED AND ORDERED REPAIRED OR DEMOLISHED AS A DANGEROUS STRUCTURE.

WHEREAS, the enforcing officer of the City of Wichita, Kansas, did on the **24th day of January 2012**, file with the governing body of said city, a statement in writing that certain structure(s), hereinafter described, is unsafe or dangerous.

NOW THEREFORE, be it Resolved by the Governing Body of the City of Wichita.

That a hearing will be held on the **6th day of March 2012**, before the governing body of the city at **9:30 A.M.**, or thereafter in the council room, City Building at which time the owner, his agent, any lienholders of record or any occupant of property, legally described at **LOTS 37 AND 39, ON FIFTH AVENUE, NORTH PARK ADDITION TO WICHITA, SEDGWICK COUNTY, KANSAS**, known as: 1547 N. SANTA FE, may appear and show cause why such structure should not be condemned as an unsafe or dangerous structure ordered repaired or demolished. The structure is A two story frame dwelling about 20 x 54 feet in size. Vacant and open, this structure has missing aluminum siding; deteriorated wood lap siding; sagging composition roof, with missing shingles; badly deteriorated, sagging front porch with bowing porch columns; and rotted soffit, fascia and wood trim; .

Be it further resolved that the City Clerk shall cause this Resolution to be published and shall give notice of the aforesaid hearing in the manner provided by K.S.A. 12-1752.

Adopted this **24th day of January 2012**.

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

ATTEST: \_\_\_\_\_  
Karen Sublett, City Clerk

**CITY OF WICHITA**  
**City Council Meeting**  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** Sale of Remnant Property adjacent to 8220 East Kellogg (District II)

**INITIATED BY:** Office of Property Management

**AGENDA:** Consent

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**Recommendation:** Approve the sale.

**Background:** In 2002, the City acquired the 22,500 square foot site at 8200 East Kellogg for the improvement of East Kellogg. The portion of the site not needed for the highway project, totaling 10,620 square feet was traded to the owners of 8220 East Kellogg in exchange for the right of way needed from their property for the project. The buyer developed the southerly part of the site with parking for their adjacent property.

**Analysis:** During a survey, the owners discovered that their parking lot encroached on property still owned by the City. The area impacted totals approximately 910 square feet. The owners have offered \$2,250 (\$2.47 per square foot) for the area impacted by the parking improvements. There are no public improvements on the subject area.

**Financial Considerations:** The City will receive cash consideration for the sale of the property. In addition, the sale of this property to a private party will place additional value into the tax base and relieve the city of any maintenance costs.

**Goal Impact:** The sale and redevelopment of this property will Support a Dynamic Core Area and Vibrant Neighborhood.

**Legal Considerations:** The Law Department approved the contract as to form.

**Recommendation/Action:** It is recommended that the City Council approve the Real Estate Purchase Contract and authorize all necessary signatures.

**Attachments:** Real estate agreement and aerial.

## REAL ESTATE SALE CONTRACT

THIS AGREEMENT, Made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2011 by and between the City of Wichita, a municipal corporation, party of the First Part, hereinafter referred to as "Seller," whether one or more, and CAP Partnership, Inc. a Kansas partnership, party of the Second Part, hereinafter referred to as "Buyer," whether one or more.

**WITNESSETH:** That for and in consideration of the mutual promises, covenants and payments hereinafter set out, the parties hereto do hereby contract to and with each other, as follows:

1. The Seller does hereby agree to sell and convey to the Buyer by a good and sufficient warranty deed the following described real property, situated in Sedgwick County, Kansas, to-wit:  
  
The South 10 feet of the North 128 feet of Lot 6. Ruth Addition to Wichita,  
Sedgwick County Kansas  
  
Containing approximately 910 square feet.
2. The Buyer hereby agrees to purchase, and pay to the Seller, as consideration for the conveyance to him of the above-described real property, the sum of Two Thousand Two Hundred Fifty Dollars and Zero Cents (\$2,250.00) in the manner following to-wit: cash at closing
3. Seller and Buyer agree to convey title in and to the above-described real property, subject to easements, restrictions and special assessments of record, if any, acceptable to the other party. In the event an Owners title insurance policy is furnished, the total cost of the commitment to insure and the title insurance policy will be paid by Buyer.
4. A duly executed copy of this Purchase Agreement shall be delivered to the parties hereto.
5. It is further agreed by and between the parties hereto that all rentals, insurance (if policies acceptable to Buyer), and interest, if any shall be adjusted and prorated as of the closing date. Taxes and specials shall be pro-rated for calendar year on the basis of 100% of taxes levied for the prior year. All prior years specials and taxes shall be current at time of closing.
6. The Seller further agrees to convey the above-described premises and deliver possession of the same in the same condition as they now are, reasonable wear and tear excepted.
7. Seller shall place no encumbrances on the property during the period from execution of this contract to closing. In addition, Seller shall be responsible for carrying such insurance as is reasonable on the improvements up until the closing date.
8. It is understood and agreed between the parties hereto that time is of the essence of this contract, and that this transaction shall be consummated on or before February 29, 2012.
9. Possession to be given to Buyer at closing

10. Closing costs, if any shall be paid 50% by Buyer and 50% by Seller.
11. The parties covenant and agree that except for closing, title insurance and commissions referenced elsewhere herein, each is solely responsible for the payment of any fee for brokerage, technical or other professional services relating to the execution and performance of this Contract incurred by such party.
12. Seller makes no warranty or guarantee as to the suitability of the real property proposed for trade for the intended use of Buyer. Therefore, Buyer covenants and agrees that Buyer at Buyer's own expense, shall examine the real property in order to determine such suitability including but not limited to:
  - A. Soils data and geology, drainage, hydrology and topographical features that would affect any present or future intended use;
  - B. The presence or absence of any contamination by any hazardous substance;
  - C. The quality and quantity of water available by on-site water wells, and the availability of a permit or permits therefore;
  - D. The nature, extent, and cost of public utilities needed to serve all or a portion of such real property;
  - E. The extent and cost of compliance with subdivision regulations, building codes and other applicable rules and regulations involving public improvements, private improvements, access, building setbacks, public dedications, platting and replatting requirements of such real property;
  - F. The nature and extent of zoning and subdivision statutes, laws, ordinances and regulations affecting the present use, and the ease or difficulty involved in the zone-change and subdivision approval procedures necessary or desirable to allow for the Buyer's intended use or uses.
13. Buyer also covenants and agrees that Buyer, his agents, successors and assigns any future use of the property as described above for the following uses shall be prohibited:
  - A. Adult Book and Video Stores
  - B. Community Correctional Facilities
  - C. Half-way Houses
  - D. Drug or Alcohol Rehabilitation Facilities
  - E. Multi-game, Casino-style Gambling Facilities
  - F. New or Used Car Sales
  - G. Commercial Billboards
14. The covenants and agreements contained in Paragraphs 12 and 13 shall survive the closing of the sale intended hereby, and they shall bind the buyer as fully after the sale as they do before.
15. Buyer hereby agrees; a) Buyer is accepting the subject property on an "AS IS" basis and in "AS IS" condition; and that Buyer's decision to enter into this contract and any future decisions he may make with regard to the property have been and will be made based on his own inspections. Buyer acknowledges that no representations or warranties as to character, quality, value, or condition have been made by any of the brokers or agents

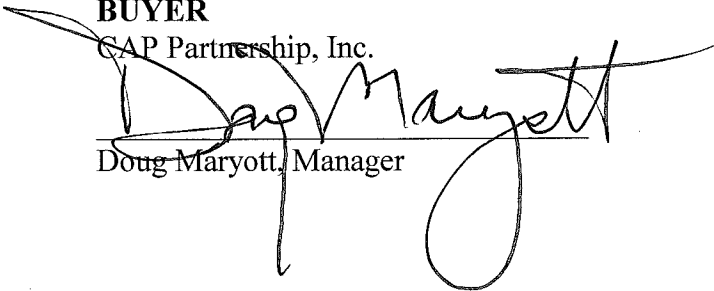
involved, and also agrees not to make any claim against the Seller or the brokers involved.

16. The real property proposed for sale is currently vacant. Buyer intends to redevelop the property with parking and associated amenities to support its adjacent transient lodging facility. If the Buyer fails to initiate development of the property for said uses within twenty-four months (24) months of the date of closing, the Seller shall have the right, at its sole discretion, to purchase the real property at the same price for which the Seller sells said property pursuant to this Contract.

**WITNESS OUR HANDS AND SEALS** the day and year first above written.

**BUYER**

CAP Partnership, Inc.

  
Doug Maryott, Manager

**SELLER**

By Direction of the City Council

\_\_\_\_\_  
Carl Brewer, Mayor

**ATTEST:**

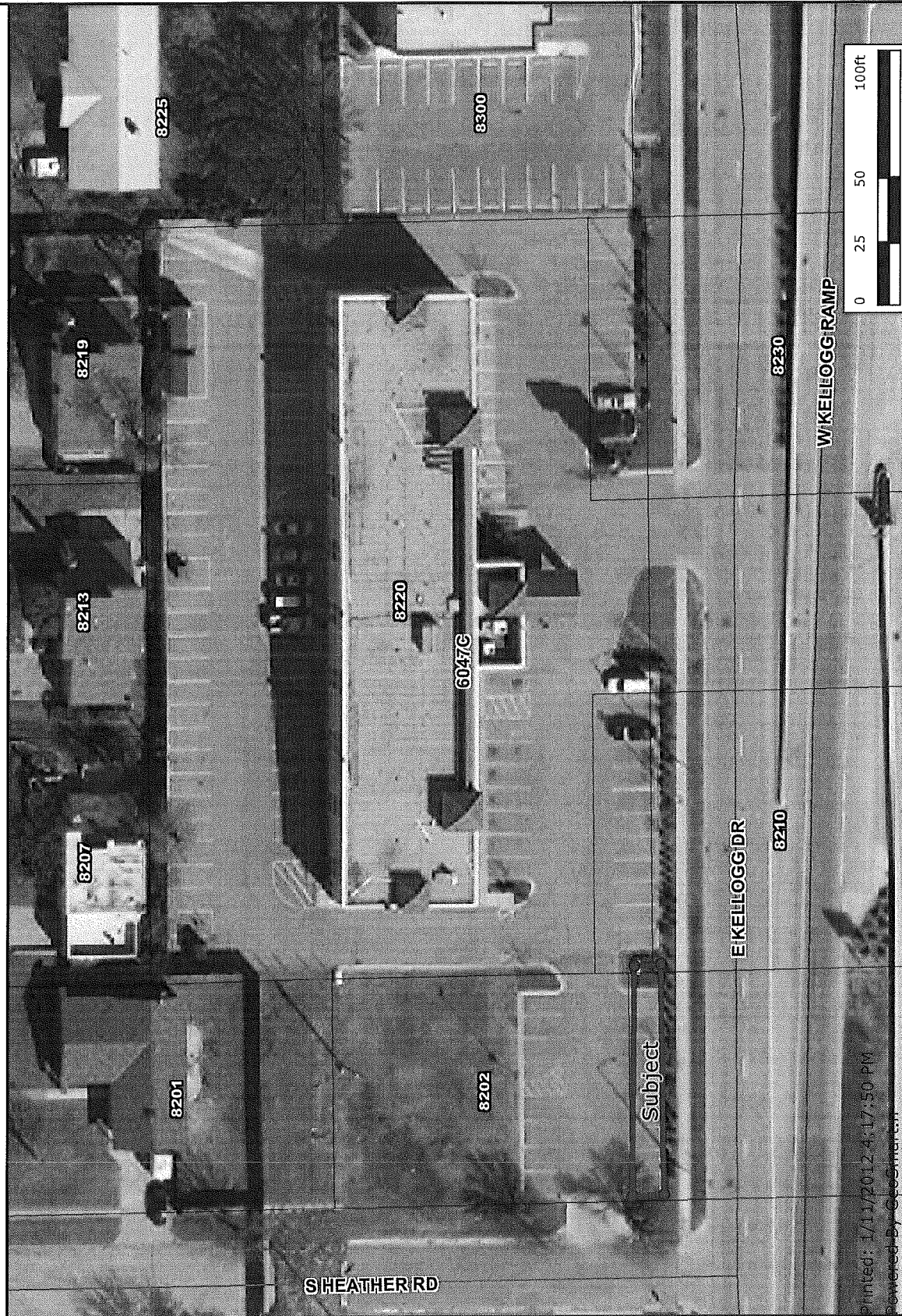
\_\_\_\_\_  
Karen Sublett, City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Gary E. Rebenstorff, Director of Law



# 8200 East Kellogg



<input type="checkbox"/>	Property Parcels
	Roads
	State Highway
	US Federal Highway
	Interstate
	KTA
	Arterial
	Collector
	Minor
	Ramp
	Railroads
	Quarter Section
	Waterways
	Streams
	Airports
	SDERASTER.S-DEDATA.ORTH-01FT
	SDERASTER.S-DEDATA.ORTH-0
	City Limits
	Andale
	Bel Aire
	Bentley
	Cheney
	Clearwater
	Colwich
	Derby
	Eastborough
	Garden Plain
	Goddard
	Haysville
	Kechi
	Maize
	Mount Hope
	Mulvane
	Park City
	Sedgwick



Every reasonable effort has been made to assure the accuracy of the maps and associated data provided herein. This information is provided with the understanding that the data are susceptible to a degree of error, and conclusions drawn from such information are the responsibility of the reader. The City of Wichita makes no warranty, representation or guaranty as to the content, accuracy, timeliness or completeness of any of the data provided herein. Some data provided here and used for the preparation of these maps has been obtained from public records not created or maintained by the City of Wichita. The City of Wichita shall assume no liability for any decisions made or actions taken or not taken by the reader in reliance upon any information or data furnished hereunder. The user should consult with the appropriate departmental staff member, e.g. Planning, Parks & Recreation, etc. to confirm the accuracy of information appearing in the visual presentations accessible through these web pages.



January 24, 2012 – City Council Meeting

Proposed Assessment Rolls

Proposed Assessment Rolls have been prepared for, seven (7) paving projects and it is necessary to set a public hearing date. Informal hearing with City personnel will be held February 13, 2012 at 11:00 a.m. Notification of both the informal and formal public hearings regarding the proposed special assessments will be mailed to affected property owners on February 3, 2012.

RECOMMENDED ACTION:

Set the hearing on the Proposed Assessment Rolls for 9:30 a.m., Tuesday, March 6, 2012, and publish the notices of hearing at least once not less than 10 days prior to the date of the hearing.

City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** Increased Expenditure Authority for the 2011 Budget

**INITIATED BY:** Wichita Transit

**AGENDA:** Consent

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**Recommendation:** Approve the increase in Transit Fund expenditure authority.

**Background:** The Transit Fund is not certified by the State of Kansas. However, the fund is limited to the expenditure levels included in the 2011 Revised budget approved by the City Council on August 9, 2011.

**Analysis:** Wichita Transit expenditures in 2011 will exceed its budget authority, due to several factors. Grant match requirements for capital projects, including capital equipment for the new van maintenance facility and for the Intelligent Transportation System (ITS) technology project were greater than expected. In addition, federal grants were projected to cover the majority of Wichita Transit's allocation of City administrative costs but fell approximately \$133,000 short. This increased the amount of administrative charges that were paid from the Transit Fund.

**Financial Considerations:** The Transit Fund is not certified, and, therefore, not impacted by state budget laws. The internal budget authority for the Transit Fund was set in the 2011 revised budget at \$7,094,033. To avoid delays in payments to vendors, expenditures exceeding the budgeted amount by \$153,728 have been processed to date. Grant matches will be processed as a post closing adjustment; they are anticipated to be over \$275,000. To ensure adequate budget authority to handle all post closing and audit adjustments, staff request that the expenditure authority in the Transit Fund for 2011 be adjusted to \$7,594,033, an increase of \$500,000.

**Goal Impact:** To Ensure Efficient and Effective Infrastructure by maintaining and optimizing public facilities and assets.

**Legal Considerations:** Council approval is required for increasing expenditure authority. The procedure described above complies with the State Cash Basis and Budget laws.

**Recommendations/Actions:** It is recommended that the City Council approve the increase in expenditure authority within the Transit Fund in an amount not to exceed \$500,000.

**Attachments:** None.



City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council  
**SUBJECT:** Budget Adjustment for the State Office Building Fund (All Districts)  
**INITIATED BY:** Department of Public Works & Utilities  
**AGENDA:** Consent

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**Recommendation:** Approve the increase in expenditure authority.

**Background:** The State Office Building Fund was created in 1993 to account for the fiscal activity associated with the State Office Building. Based on the current management agreement with the State approved by the City Council on January 6, 2009, this activity has largely included rental payments for the parking garage as revenue, and City operating expenditures associated with the garage.

**Analysis:** The majority of City expenditures are for insurance and management of the parking garage. Parking management costs increased in 2011, based on a new contract with Car Park to manage the garage. This increased cost was not fully incorporated during the 2011 revised budget process.

**Financial Considerations:** The State Office Building Fund has an adequate fund balance to absorb the additional expenditures.

**Goal Impact:** The contract for City-owned parking together with event parking addresses the Efficient Infrastructure goal by maintaining and optimizing public facilities and assets.

**Legal Considerations:** This budget for 2011 is legally certified under State statute at \$629,621. The proposed adjustment would create a budget limit of \$249,614, which is well within the State certified budget.

**Recommendation/Action:** It is recommended that the City Council approve a revised State Office Building Fund budget of \$249,614.

**Recommendation/Action:** None.

**City of Wichita  
City Council Meeting  
January 24, 2012**

**TO:** Mayor and City Council Members

**SUBJECT:** Kansas School for Effective Learning, Inc. (KANSEL) Memorandum of Agreement (MOA) Renewal

**INITIATED BY:** Housing and Community Services Department

**AGENDA:** Consent

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**Recommendation:** Approve the Kansas School for Effective Learning, Inc. (KANSEL) Memorandum of Agreement (MOA) renewal and authorize the necessary signatures.

**Background:** In 2007 the Kansas Department of Transportation (KDOT) conducted a needs assessment to determine what services would increase the participation of minorities, women and disadvantaged individuals in the Federal-aid highway construction industry. As a result of that study KDOT issued a request for proposals and awarded a contract to the Wichita-based KANSEL to provide services designed to increase such participation. These services include teaching highway construction industry basic skills, providing life management skills training, transportation and childcare, assistance in overcoming employment barriers and one-on-one life coaching.

On August 5, 2008, the City Council authorized the Career Development Office (CDO) to collaborate with KANSEL on the KDOT project. Under a MOA with KANSEL, the CDO acted as an affiliate organization to the KANSEL KDOT Contract and provided group and individual training services. On July 14, 2009, the City Council authorized renewal of the MOA through the initial September 30, 2009 KDOT Grant period and authorized the City's continued participation in the project if the grant was continued. On January 26, 2010, the City Council authorized the CDO's continued participation in the renewed KDOT contract and authorized expansion of CDO's participation under the same fee structure, to provide the same training services, to KANSEL's non-KDOT customers. KANSEL now wants to utilize the renewal options identified in the January 26, 2010 Council approved MOA.

**Analysis:** Under this project the CDO provided services for 190 participants through December 31, 2011. These services are strengths-based and focus on personal responsibility and accountability, with employment as the goal for each project participant. The CDO is reimbursed for these services at a rate that is based on, and proportional to, rates authorized under the current CDO contract with the Kansas Department of Social and Rehabilitation Services (SRS). Under the proposed MOA renewal, the CDO will provide employment services for up to 90 KDOT and KANSEL program participants. Approval of the MOA option to renew will extend the MOA through January 31, 2013.

**Financial Considerations:** The proposed renewal is estimated to produce a maximum of \$22,500 in revenues to cover CDO expenses for each renewal period. No General Funds are obligated by this action.

**Goal Impact:** Renewal of the KANSEL MOA will Promote Economic Vitality and Affordable Living.

**Legal Considerations:** The Law Department has reviewed the KANSEL MOA renewal document as to form.

**Recommendation/Action:** It is recommended that the City Council Approve the KANSEL MOA renewal and authorize the necessary signatures.

**Attachments:** KANSEL MOA renewal documents

**AMENDMENT TO THE MEMORANDUM OF AGREEMENT  
LIFE SKILLS MANAGEMENT PROGRAM**

**THIS MEMORANDUM OF AGREEMENT (MOU) AMENDMENT** for the provision of Construction Skills and Life Management (CSLM) Program services is entered into as of February 1, 2012 by and between the Kansas School for Effective Learning, Inc. (hereinafter referred to as KANSEL) and the City of Wichita, Kansas with services to be provided by its Career Development Office (hereinafter referred to as the CDO).

**WITNESSETH THAT:**

**WHEREAS**, on the 1<sup>st</sup> day of February, 2010 the above named entities were parties to an agreement with the caption as set out above; and

**WHEREAS**, on the 1<sup>st</sup> day of February, 2011 the above named entities were parties to an amendment to the original agreement to enact the first renewal option of the agreement; and

**WHEREAS**, the above named parties now wish to modify and amend said agreement for the purpose of enacting the second renewal option of the agreement under the same terms and conditions of the original agreement for one additional one-year period.

**NOW, THEREFORE**, the above parties, in order to exercise the second renewal option of the February 1, 2010 agreement and to confirm the original intent of that agreement, listed as Attachment A of this amendment, hereby agree and covenant with each other that effective February 1, 2012 the terms of the agreement are hereby reaffirmed and reexecuted for and on behalf of these parties except for the following amendments, modifications, and changes indicated below.

1. MOU, SECTION V. EFFECTIVE DATE, page 2, is hereby amended to renew the effective date of the agreement to extend through January 31, 2013.

**THE REMAINDER OF THIS PAGE IS LEFT  
INTENTIONALLY BLANK**

KANSAS SCHOOL FOR EFFECTIVE LEARNING, INC.

---

Date \_\_\_\_\_

---

Carl Brewer, Mayor

ATTEST:

APPROVED AS TO FORM:

---

Date

**CONTRACTS & AGREEMENTS  
BLANKET PURCHASE ORDERS RENEWAL OPTIONS  
DECEMBER 2011**

COMMODITY TITLE	EXPIRATION DATE	VENDOR NAME	DEPARTMENT	ORIGINAL CONTRACT DATES	RENEWAL OPTIONS REMAINING
Actuarial Services for Self-Funded Automobile Liability, General Liability and Workers Compensation (2010)	12/31/2012	Pinnacle Actuarial Resources, Inc.	Finance	1/1/2010 - 12/31/2010	2 - 1 year options
Animal Bags	12/31/2012	Massco, Inc.	Police	1/1/2011 - 12/31/2011	1 - 1 year option
Cafeteria Concession Privileges - Wichita City Hall Kitchen	12/31/2012	The Petroleum Club, dba City Hall Café	Finance	1/3/2011 - 12/31/2011	1 - 1 year option
City Maps	12/31/2012	Kansas Blue Print	Various	1/1/2003 - 12/31/2003	Annual basis
Domestic Violence Services	12/31/2011	Kansas Legal Services, Inc.	City Manager	1/1/2003 - 12/31/2003	Annual basis
Education Services	12/31/2011	Nestegg Consulting, Inc.	Finance	10/1/2001 - 9/30/2002	Annual extension
False Alarm Registration & Management Services	12/31/2012	AOT Public Safety Corporation	Police	1/1/2009 - 12/31/2009	1 - 1 year option
Horse Boarding Services	12/31/2012	Aces High Acres LLC	Police	1/1/2009 - 12/31/2009	1 - 1 year option
Insurance, 2010 Property, Liability & Excess Workman's Comp Placement Services	12/31/2012	Lockton Companies, LLC	Finance	1/12/2010 - 12/31/2010	2 - 1 year options
Outsourcing Print Shop and Mail Room Services - Options 2 & 3	12/31/2012	Tarrant, Inc. dba Quik Print	IT / IS	7/1/2009 - 12/31/2010	2 - 1 year options
Outsourcing Water Bills - Option 1	12/31/2012	High Cotton USA, Inc. dba High Cotton	IT / IS	7/1/2009 - 12/31/2010	2 - 1 year options
Record Keeping Services	12/31/2011	Northeast Retirement Services, Inc.	Finance	1/1/2011 - 12/31/2011	4 - 1 year options
Victims Rights Services	12/31/2011	Correctional Counseling of Kansas	Law	12/30/2003 - 12/31/2004	Annual basis
Wichita Retirement Systems Trust/Custody Bank Search (Custodian Services for WER)	12/31/2011	State Street Bank and Trust Company	Finance	1/1/2011 - 12/31/2011	4 - 1 year options

**PROFESSIONAL CONTRACTS UNDER \$25,000  
DECEMBER 2011**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		
Certified Engineering Design PA	PO130945	Engineering Consulting	21,987.00		
Terracon Consultants Inc.	PO130967	Environmental Consulting	6,050.00		
Poe & Associates Inc.	PO130968	Engineering Consulting	12,760.00		

**ANNUAL MAINTENANCE CONTRACTS OVER \$25,000  
DIRECT PURCHASE ORDERS FOR DECEMBER 2011**

VENDOR NAME	DOCUMENT NO	DOCUMENT TITLE	AMOUNT		

City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** Amending Resolutions and Ordinance for Water System, Bridge and Street Paving Projects (Districts III and V)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendations:** Approve the amending resolutions and ordinance.

**Background:** A review of bonding ordinances and resolutions for the City's issuance of general obligation bonds has identified three resolutions and an ordinance with technical errors that should be corrected. They include the legal description of an improvement district, reference to a previous ordinance number and the rescinding of a previous resolution. Amending resolutions and an ordinance have been prepared to correct the errors.

**Analysis:** The projects are improvements to: The Southeast Boulevard Bridge at the Drainage Canal, 167<sup>th</sup> Street West Paving, and a water system in Fox Ridge Addition.

**Financial Considerations:** The project budgets remain as previously approved by the City Council.

**Goal Impact:** The resolutions and ordinance address the Efficient Infrastructure goal by providing the authority for the City's issuance of general obligation bonds.

**Legal Considerations:** The amending resolutions and ordinance have been approved as to form by the Law Department.

**Recommendation/Actions:** It is recommended that the City Council adopt the amending resolutions, place the amending ordinance on first reading and authorize the necessary signatures.

**Attachments:** Amending resolutions and ordinance.

Published in the Wichita Eagle on February 10, 2012

ORDINANCE NO. 49-49-195

AN ORDINANCE AMENDING ORDINANCE NO. 49-012 OF THE CITY OF WICHITA, KANSAS DECLARING THE SOUTHEAST BOULEVARD BRIDGE AT THE DRAINAGE CANAL (472-84923) TO BE A MAIN TRAFFICWAY WITHIN THE CITY OF WICHITA KANSAS; DECLARING THE NECESSITY OF AND AUTHORIZING CERTAIN IMPROVEMENTS TO SAID MAIN TRAFFICWAY; AND SETTING FORTH THE NATURE OF SAID IMPROVEMENTS THE ESTIMATED COSTS THEREOF, AND THE MANNER OF PAYMENT OF THE SAME.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS;

SECTION 1. Section 1 of Ordinance No. 49-012 is hereby amended to read as follows:

“SECTION 1. Section 2 of Ordinance No. 48-818 is hereby amended to read as follows:

“SECTION 2. It is hereby deemed and declared to be necessary by the governing body of the City of Wichita, Kansas, to make improvements to the Southeast Boulevard Bridge at the Drainage Canal (472-84923) as a main trafficway in the following particulars:

The design and construction of a bridge as necessary for a major traffic facility.”

SECTION 2. Section 2 of Ordinance No. 49-012 is hereby amended to read as follows:

“SECTION 2. SECTION 3 of Ordinance No. 48-818 is hereby amended to read as follows:

“SECTION 3. The cost of the above described improvements is estimated to be One Million Ninety-Five Thousand Dollars (\$1,095,000) exclusive of the cost of interest on borrowed money, with the total paid by the City of Wichita. Said City cost, when ascertained, shall be borne by the City of Wichita at large by the issuance of General Obligation Bonds under the authority of K.S.A. 12-689.”

SECTION 3. Section 3 of Ordinance No. 49-012 is hereby amended to read as follows:

“SECTION 3. The original SECTIONS 2 and 3 of Ordinance No. 49-012 are hereby repealed.”

SECTION 4. That the City Clerk shall make proper publication of this ordinance, which shall be published once in the official City paper and which shall be effective from and after said publication.



PASSED by the governing body of the City of Wichita, Kansas, this 7th day of February, 2012.

\_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

First Published in the Wichita Eagle on January 27, 2012

RESOLUTION NO. 12-020

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING PAVEMENT ON 167TH ST. WEST SOUTH OF MAPLE TO ALLOW FOR ACCELERATION AND DECELERATION LANES FOR THE NORTHBOUND TRAFFIC AND A SOUTHBOUND LEFT TURN LANE FROM 167TH ST. WEST AT GODDARD SCHOOL ADDITION (SOUTH OF MAPLE, EAST OF 167TH ST. WEST) 472-84243 IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING PAVEMENT ON 167TH ST. WEST SOUTH OF MAPLE TO ALLOW FOR ACCELERATION AND DECELERATION LANES FOR THE NORTHBOUND TRAFFIC AND A SOUTHBOUND LEFT TURN LANE FROM 167TH ST. WEST AT GODDARD SCHOOL ADDITION (SOUTH OF MAPLE, EAST OF 167TH ST. WEST) 472-84243 IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 05-322 adopted on June 14, 2005 is hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct pavement on 167th St. West south of Maple to allow for acceleration and deceleration lanes for the northbound traffic and a southbound left turn lane from 167th St. West at Goddard School Addition (south of maple, east of 167th St. West) 472-84243.

Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 3. That the cost of said improvements provided for in Section 2 hereof is estimated to Eighty-Seven Thousand Dollars (\$87,000) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district.

Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after June 1, 2005 exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

GODDARD SCHOOL ADDITION

Lot 1, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore

shall be on a fractional basis:

That Lot 1, Block 1, GODDARD SCHOOL ADDITION shall pay the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 24<sup>th</sup> day of January, 2012

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY E. REBENSTORF  
DIRECTOR OF LAW

First Published in the Wichita Eagle on January 27, 2012

RESOLUTION NO. 12-021

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTION OF WATER DISTRIBUTION SYSTEM NUMBER 448-89839 (NORTH OF 29TH STREET NORTH, WEST OF TYLER) IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF CONSTRUCTING WATER DISTRIBUTION SYSTEM NUMBER 448-89839 (NORTH OF 29TH STREET NORTH, WEST OF TYLER) IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That Resolution No. 03-290 adopted on June 10, 2003 and Resolution No. 11-204 adopted on August 23, 2011 are hereby rescinded.

SECTION 2. That it is necessary and in the public interest to construct Water Distribution System Number 448-89839 (north of 29th Street North, west of Tyler) in the City of Wichita, Kansas.

SECTION 3. That the cost of said improvements provided for hereof is estimated to be Ninety-Four Thousand Dollars (\$94,000), exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after June 1, 2003, exclusive of the costs of temporary financing.

SECTION 4. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

FOX RIDGE ADDITION  
Lots 147 through 190, Block 1

SECTION 5. That the method of apportioning all costs of said improvements attributable to the owners of land liable for assessment shall be on a fractional basis:

That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis: Lots 147 through 190, Block 1; all within FOX RIDGE ADDITION, shall each pay 1/44 of the total cost payable by the improvement district.

Where the ownership of a single lot is or may be divided into two or more parcels, the assessment to the lot so divided shall be assessed to each ownership or parcel on a square foot basis.

SECTION 6. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 7. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 8. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 1980 Supp. 12-6a01 et seq.

SECTION 9. Be it further resolved that the above described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

APPROVED by the governing body of the City of Wichita, Kansas, this 24th day of January, 2012.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

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GARY E. REBENSTORF  
DIRECTOR OF LAW

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SECTION 9. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

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PASSED by the governing body of the City of Wichita, Kansas, this 24<sup>th</sup> day of January, 2012

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

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GARY E. REBENSTORF  
DIRECTOR OF LAW

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SECTION 10. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

APPROVED by the governing body of the City of Wichita, Kansas, this 24th day of January, 2012.

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CARL BREWER, MAYOR

ATTEST:

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KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

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GARY E. REBENSTORF  
DIRECTOR OF LAW

City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** 21st and Woodlawn Emergency 24" Transmission Water Main Repair (District II)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the emergency water line repairs.

**Background:** On November 14, 2011, Wildcat Construction damaged a 24 inch concrete transmission water main in the intersection of 21st and Woodlawn. Due to the type of water main and equipment needed to excavate and repair the water main, the Department of Public Works & Utilities did not have the equipment needed to repair the water main. Wildcat construction was on site and able to start excavation and temporary repairs immediately.

**Analysis:** The transmission water main was damaged in the course of installing conduit for the Kansas Fiber Optic cable network. The water main was not located where the City had placed the locate markings. Due to some shared responsibility for both Wildcat Construction and the City of Wichita, an agreement was reached to split the cost of repair. Permanent repairs were completed on November 16, 2011.

**Financial Considerations:** The City share of the cost is \$55,000. Funding is available in the adopted 2009-2018 Capital Improvement Program, in the 2011 Distribution & Mains Replacement budget. The project will be funded from future water revenue bonds and/or Water Utility cash reserves.

**Goal Impact:** This project addresses the Ensure Efficient Infrastructure goal by providing reliable water service.

**Legal Considerations:** City Ordinance 2.64.020, "Public Exigency", allows the City Manager to authorize work to be performed by a contractor without formal bidding. The Law Department has reviewed and recommends accepting the split of the cost.

**Recommendations/Actions:** It is recommended that City Council affirm the City Manager's Public Exigency approval of the project.

**Attachments:** Memo.



CITY OF  
WICHITA

PUBLIC WORKS & UTILITIES

INTEROFFICE MEMORANDUM

**TO:** Robert Layton, City Manager  
**FROM:** Alan King, Director of Public Works & Utilities ADK  
**DATE:** December 27, 2011  
**SUBJECT:** Emergency Water 24" Water Main Repair

On Monday November 14<sup>th</sup> 2011 Wildcat Construction hit and damaged a 24" concrete water transmission water main. The water main was not located where the City had placed the locate markings. Due to the type of water main and possible equipment needed to excavate and repair the water main the City of Wichita Water Distribution Division cannot make the repairs. Wildcat Construction was on site and able to start excavation and temporary repairs immediately. The permanent repairs were completed on November 16<sup>th</sup> 2011. The City of Wichita and Wildcat Construction agreed to split the cost of repairs with the City's share at \$55,000.00. Law Dept has reviewed and recommends accepting this cost split.

Funds are available from the CIP project W-67, Distribution Mains Replacement. Your signature below will indicate concurrence to authorize the work. An agenda report will then be prepared for the City Council.

Robert Layton, City Manager

City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council Members

**SUBJECT:** Nuisance Abatement Assessments (All Districts)

**INITIATED BY:** Office of Central Inspection

**AGENDA:** Consent

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**Recommendation:** Approve the assessments and ordinance.

**Background:** The Office of Central Inspection supports neighborhood maintenance and improvement through abatement of nuisances under Titles 7 and 8 of the City Code. State law and local ordinances allow the City to clean up private properties that are in violation of environmental standards after proper notification to the responsible party. A private contractor performs the work, and the Office of Central Inspection bills the cost to the property owner.

**Analysis:** State law and City ordinance allow placement of the mowing costs as a special property tax assessment if the property owner does not pay. Payment has not been received for the nuisance abatements in question, and the Office of Central Inspection is requesting permission for the Department of Finance to process the necessary special assessments.

**Financial Considerations:** Nuisance abatement contractors are paid through budgeted appropriations from the City's General Fund. Owners of abated property are billed for the contractual costs of the abatement, plus an additional administrative fee. If the property owner fails to pay, these charges are recorded as a special property tax assessment against the property, which may be collected upon subsequent sale or transfer of the property. Nuisance abatements to be placed on special assessments are listed on the attached property list.

**Goal Impact:** Nuisance abatement activities support the goal of Core Area and Vibrant Neighborhoods by cleaning properties that are detrimental to Wichita neighborhoods.

**Legal Considerations:** The ordinance has been reviewed and approved by the Law Department.

**Recommendation/Action:** It is recommended that the City Council approve the proposed assessments and place the ordinance on first reading.

**Attachments:** Property List for Special Assessments

Weed Mowing (Key & PIN#)		Address / Location	Amount	District #
D-55202	495379	V/L N of 1500 S Maize Rd	\$130.40	5
D-36567	238412	1954 N Cheryl Ct	120.00	5
B-10727	130975	1421 E Donnel Ave	120.00	3
B-08576-0002	128459	2147 S Laura	120.00	3
B-08826	128880	2057 S St Francis	120.00	3
C-25130	170569	2107 S Poplar St	120.00	3
C-25340	170742	2338 S Belmont	120.00	3
C-17395	163166	4918 E Mt Vernon	120.00	3
B-05639	124824	1903 S Mosley	120.00	3
B-05355	124504	1206 S St Francis - V/L	120.00	1
A-19283	483842	V/L N of 5255 S Broadway	215.00	4
A-06861	107180	1735 S Broadway	120.00	3
D-14917	216076	1701 S Catherine	120.00	4
D-12653	213845	1780 S Seneca Ct	120.00	4
D-04445	204229	1212 W 3rd	120.00	4
D-01925	200914	419 S Sycamore St	120.00	4
C-09598	154284	827 N Belmont	120.00	1
C-02515-005A	138397	2647 E 8th St	120.00	1
C-03140	139156	V/L S of 1044 N Green	120.00	1
C-02636	138540	515 N Poplar - V/L	120.00	1
A-13244	113233	3044 N Hood	120.00	1
A-13343	113336	830 W 29th St N	120.00	6
A-13300	113289	3130 N Jeanette	120.00	6
C-15830	161391	1501 N Fountain - V/L	120.00	1
D-24035	224789	1620 N Brunswick	120.00	5
C-58873-0001	545434	6004/6002 E Ironhorse Cir	120.00	1
B-12289	132446	1638 E Georgia Ave	120.00	3
D-49756	348645	5202 S Mt Carmel	120.00	4
C-03144	139161	1013 N Estelle - V/L	120.00	1
A-01564-0001	100855	V/L N of 1146 N Market - SE corner of N Market & E 11th ST N	120.00	6
B-03025	121740	915 N Ohio - V/L	120.00	1
B-02820-0001	121516	708 N Minneapolis - V/L	120.00	1
B-02916	121625	1415 E Elm - V/L	120.00	1
B-03461	122312	1220 N Indiana - V/L	120.00	1
C-00727	135710	V/L South of 706 N Piatt	120.00	1
C-00940	136064	1333 N Ash	120.00	1
C-02837	138820	1245 N Estelle - V/L	120.00	1
C-02830	138813	1323 N Estelle	120.00	1
C-03123	139134	1036 N Poplar	120.00	1
B-05697	124891	1650 S St Francis Ave	120.00	3
B-05713	124905	1604 S Santa Fe - V/L	120.00	3
B-05715	124907	1614 S Santa Fe - V/L	120.00	3
B-05714	124906	Vacant Lot 2 S. of 701 E Harry	120.00	3
B-04728	123809	411 E Indianapolis - V/L	120.00	1

A-06015	106244	1015 S Main	120.00	1
A-06683	106984	1447 S Main	120.00	1
A-07681	108097	417 W Funston - V/L	120.00	3
B-09050-0016	129224	Vacant Lot East of 320 E Evans	120.00	3
A-08989	109909	504 W Pawnee	120.00	3
A-07201	107545	2033 S Wichita	120.00	3
A-06709	107011	1430 S Water St	120.00	1
D-04816	204642	1742 S Glenn - V/L	120.00	4
D-01098	199994	421 S Richmond	120.00	4
D-08452	209348	776 N Sheridan	120.00	6
A-15344	115538	3057 W River Park Ct	120.00	6
B-03593	122456	1115 N Cleveland	120.00	1
C-28668	174024	4626 E Pawnee	120.00	3
C-21673	167066	3410 E Funston	165.00	3
C-21047	166462	2361 N Poplar - V/L	120.00	1
B-08673	128582	1003 N Indiana - V/L	120.00	1
C-02767	138745	1148 N Poplar - V/L	120.00	1
C-00798-002A	135887	1036 N Minnesota - V/L	120.00	1
C-24418	169879	2601 N Spruce - V/L	120.00	1
C-25049	170487	2028 S Ridgwood St	120.00	3
C-03608	139730	1617 N Estelle - V/L	120.00	1
D-07277-0005	207957	V/L North of 1735 S Meridian	120.00	4
B-03991-0001	122964	1854 N New York - V/L	120.00	1
C-03137	139153	1022 N Green - V/L	120.00	1
C-56441	498163	8133 E Old Mill Ct - V/L	120.00	1
C-56425	498147	8617 E Scragg Cir - V/L	120.00	2
D-29355	230364	V/L South of 3500 S Meridian	134.00	4
D-54024	483393	4612 S Edwards Cir - V/L	120.00	4
D-16038	217279	3414 S Illinois Ave	120.00	4
D-21871	222844	436 S Arapaho	120.00	5
C-02737-0001	138707	1227 N Poplar - V/L	120.00	1
B-03382	122211	1101 N New York	120.00	1
C-20443	166035	3723 E Funston - V/L	120.00	3
C-26903	172332	3523 E Clark	120.00	3
D-30350	231463	6800 W Kellogg	120.00	5
D-43076	245964	6633 W Kellogg	120.00	4
D-02049	201058	725 S Sycamore	120.00	4
C-13520	159193	3028 E Maplewood - V/L	120.00	1
C-02505-000B	138369	2524 E Mossman - V/L	120.00	1
D-51890	458410	606 N Winterset	120.00	5
A-08317	108991	1727 N Burns St	120.00	6
A-16196-0001	116489	2622 W Timber Creek	120.00	6
C-41124	187086	2536 S White Cliff Ln	120.00	2
C-27560	172997	4953/4955 E Morris – V/L (former duplex)	120.00	3
D-09623	210808	3901 W Zoo Blvd	120.00	6

D-22488	223423	911 N Brownthrush Ln	120.00	5
C-54688	482356	15405 E Castle St – V/L	120.00	2
A-07251	107605	1947 S Water St	120.00	3
B-09127	129343	2437 S Mosley Ave	120.00	3
C-01388	136829	1954 N Ash – V/L	120.00	1
C-03586	139706	2606 E 15th St N - V/L	120.00	1
D-11112	212283	3301 S Osage Ave	120.00	4
C-19122	164784	1927 E Looman St – V/L	120.00	1
D-21538	222487	1302 W Patterson Ave	120.00	4
C-01279	136571	1759 N Minnesota – V/L	120.00	1
C-01310	136634	1612 N Kansas St – V/L	120.00	1
C-01309-000A	136632	1622 N Kansas – V/L	120.00	1
C-01303-0003	136623	V/L NW corner oOf 15th & Kansas	120.00	1
C-01314	136643	1607 N Minneapolis	120.00	1
A-07069	107402	1810 S Wichita St	120.00	3
D-40343	243022	555 N Maize Road	150.20	5
A-02588	102027	2034 N Waco St	120.00	6
D-11688	212856	500 N Clara St – V/L	120.00	4
D-11687	212855	V/L South of 516 N Clara	120.00	4
B-01541	120115	1611 N Topeka Ave – V/L	120.00	6
B-01498	120071	1559 N Emporia Ave – V/L	120.00	6
D-57075	514606	7343 W 33rd St N – V/L	129.05	5
D-23022	223977	8240 W 9th St	120.00	5
D-23154	224110	8443 W Hickory	120.00	5
A-08805	109716	517 W Boston Heights	120.00	1
A-08804	109715	521 W Boston Heights	120.00	1
D-11030	212201	3338 S Fern Ave	120.00	4
D-06815-0013	207685	411 S Leonine Rd	120.00	5
D-18674	220236	5224 W Elm – V/L	181.25	6
D-51105	453868	2335 S Maize Rd	192.05	4
D-13936	215110	2352 S Vine Ave	120.00	4
D-07624	208532	2115 W Haskell Ave	120.00	4
D-02033	201041	924 W Dayton Ave	120.00	4
C-56442	498164	8137 Old Mill Cr - V/L	120.00	2
D-00874	199727	815 S Vine Ave	120.00	4
D-15992	217233	3945 W 32nd St S	120.00	4
D-22995	223950	1115 N Emerson St	120.00	5
A-01754	101075	1507 N Market St	120.00	6
A-05122-0001	105267	2234 N Woodland - V/L	120.00	6
A-13182	113170	3312 N Waco	120.00	6
A-13180	113168	3320 N Waco Ave	120.00	6
D-05145	205188	443 N Clayton Ave	120.00	6
D-11302	212473	316 N Bebe – V/L	120.00	4
C-03255-0001	139310	1753 N Chautauqua St	120.00	1
C-16531	162248	2145 E Shadybrook Ln	120.00	1

B-02819-0002	121514	V/L South of 726 N Minneapolis	120.00	1
C-05339-0001	141635	252 S Green St	120.00	1
C-03176	139199	V/L South of 1132 N Poplar	120.00	1
C-14902	160812	410 N Oakwood Dr	120.00	2
B-03649	122515	1047 N Ohio – V/L	120.00	1
C-02638A-001A	138545	543 N Poplar	120.00	1
C-45158	192062	1236 N Tallyrand	120.00	2
B-03542-000A	122399	1242 N Wabash – V/L	120.00	1
B-03560	122421	V/L South of 1247 N Wabash	120.00	1
B-03562	122423	V/L 3 North of 1217 N Wabash	120.00	1
C-00894-00A2	135991	1305 N Grove St – V/L	120.00	1
C-03254	139308	1745 N Chautauqua St – V/L	120.00	1
C-00759	135818	1021 N Spruce St - V/L	120.00	1
C-01026	136166	1334 N Minneapolis Ave	120.00	1
C-01032-0001	136175	V/L West of 1349 N Minnesota	120.00	1
C-10499-000C	155382	602 N Oliver	120.00	1
C-16458-0002	162088	1626 N Oliver - V/L	120.00	1
C-40890	186686	1823 N Doreen	120.00	2
D-14570	215747	3204 S Hiram Ave	120.00	4
C-12509	158210	813 S Edgemoor Dr	120.00	3
D-24981	225787	4509 S Oak Ave	120.00	4
C-56747	498558	15909 E Woodcreek St- V/L	120.00	2
C-08008	152628	543 S Poplar St	120.00	1
C-26259	171711	914 S Apache	120.00	2
C-26473	171900	2069 E Blake	120.00	3
C-47258	194332	2426 S Gatewood St	120.00	2
C-12348	158053	647 S Sylvan Ln – V/L	120.00	3
D-10769-0001	211941	1325 W 27th S	120.00	4
C-22018	167536	632 S Courtleigh Dr	120.00	3
C-29824	175186	4100 E Dunham	120.00	3
C-29674	175035	2948 S Clifton St – V/L	120.00	3
D-62396	569461	5040 S Seneca - pond prea	558.00	4
B-06036-0001	125348	2127 S Washington - V/L	120.00	3
A-01656	100955	1706 N Market	120.00	6
C-01525	137259	2001/2011 E 21st St Date Mowed 6-22-2011 Date Mowed 8-17-2011	143.00 143.00	1
C-33930	178780	4702 E 27th St N - V/L	120.00	1
C-00646-01UP	516688	4605 E 28th St N - V/L	300.00	1
C-20914	166329	2461 N Estelle	120.00	1
D-24684	225476	V/L East of 840 W 41st St S	120.00	4
A-20116-0001	579267	V/L Northeast corner of 48th & Water	120.00	4
D-02821	202019	V/L North of 807 S Everett	120.00	4



Published in the Wichita Eagle on **February 10, 2012**

ORDINANCE NO. 49-196

AN ORDINANCE MAKING A SPECIAL ASSESSMENT TO PAY FOR  
THE COST OF **CUTTING WEEDS** IN THE CITY OF WICHITA, KANSAS.

BE IT ORDAINED BY THE GOVERNING BODY OF THE CITY OF  
WICHITA, KANSAS:

SECTION 1. That the sums set opposite the following lots, tracts, pieces and  
parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of  
cutting weeds in the City of Wichita, Kansas in the year 2012:

<b>Legal of Parcel in Benefit District</b>	<b>Assessment</b>
N 239.99 FT M-L LOT 1 BLOCK A QUIKTRIP 8TH ADD.	130.40
LOTS 78-80 LAWRENCE AVE ENGLISH 6TH. ADD.	120.00
LOT 7 PIPPIN ADD.	120.00
LOTS 26-28-30-32-34 & 1/2 VAC ALLEY ON E BLOCK 3 COLES, EC & LR ADD TO CAREY PARK	120.00
EVEN LOTS 2 TO 12 INC. & 1/2 VAC ALLEY ON E BLOCK 6 COLE'S, EC & LR ADD TO CAREY PARK	120.00
LOTS 6-8 4TH. NOW ST. FRANCIS AVE. ZIMMERLY'S 2ND. ADD.	120.00
LOTS 145-147-149 RANSON & KAY'S 2ND. ADD.	120.00
LOTS 85-87 LAURA AVE. CAMPBELL'S ADD.	120.00
LOTS 11-12 WEATHER'S ADD.	120.00

LOT 9 BLOCK 12 SCHRADER BROS. 3RD. ADD.	120.00
W 50 FT E 250 FT N 110 FT RES A MOSSMAN'S ADD.	120.00
LOTS 1-3 MONA NOW POPLAR ST. MOSSMAN'S 2ND. ADD.	120.00
LOT 31 BLOCK 3 ESTERBROOK PARK ADD.	120.00
LOTS 62-63 OVERLOOK ANNEX	120.00
LOT 6 BLOCK P UNIVERSITY PARK ADD.	120.00
LOT 23 BLOCK 1 BUILDERS 3RD. ADD.	120.00
LOT 20 BLOCK 1 ROBERT L. MYERS ADD.	120.00
LOT 3 MINUGH ADD.	120.00
LOTS 14-15 KAEISER'S 2ND ADD.	120.00
E 65.8 FT LOTS 150-152 EXPOSITION AVE. MC CORMICK'S 2ND. ADD.	120.00
LOT 17 FULGROAT ADD.	120.00
LOT 1 BLOCK 8 DOWNTAIN'S 1ST. ADD.	120.00
S 37.85 FT LOT 13 BLOCK Q WESTRIDGE VILLAGE ADD.	120.00
LOT 27 BLOCK G JAMESBURG PARK ADD.	120.00
LOT 1 STONEBOROUGH 2ND ADD.	215.00
THAT PART LOT 21 BEG NW COR E 173.63FT TO NE COR SW ALG CUR 59.91 FT W 137.85 FT TO W LI N 41.21 FT TO BEG BLOCK 1 IRONHORSE AT OXFORD ADD	120.00

LOTS 246-248 EXC E 45 FT MARKET ST. HYDE & FERRELL'S ADD.	120.00
LOTS 121-123 MAIN ST. LEE'S ADD.	120.00
N 25 FT LOT 36 MAIN ST. E. E. FORD'S ADD.	120.00
N 2/3 LOT 76-ALL LOT 78 WATER ST TILFORD'S ADD.	120.00
LOTS 70-72 WICHITA ST. ENGLISH'S 9TH. ADD.	120.00
E 1/2 LOTS 1-2 SUPPL PLAT OF ROSENTHAL'S 5TH. ADD.	120.00
LOT 22 HALL'S ADD.	120.00
LOT 5 BLOCK 6 RIVER PARK ADD.	120.00
S 23 FT LOT 16-ALL LOT 18 EXC E 8 FT TO CITY MINNEAPOLIS AVE. OAKLAND ADD.	120.00
LOT 16 & N 20 FT LOT 17 SHIRK'S ADD.	120.00
LOTS 33-35 OHIO AVE MOORE'S ADD.	120.00
S 20 FT LOT 80 - ALL LOT 82 & N 15 FT LOT 84 INDIANA AVE. BURLEIGH'S 3RD. ADD.	120.00
LOTS 11-13 PRIEST'S ADD.	120.00
E 41 FT LOTS 74-76 BLOCK 8 ORME & PHILLIPS ADD.	120.00
LOTS 42-44 BLOCK 2 ALLEN & SMITH'S ADD.	120.00
LOTS 6-8 BLOCK 3 ALLEN & SMITH'S ADD.	120.00
LOTS 10-12 BLOCK 3 ALLEN & SMITH'S ADD.	120.00

LOTS 14-16 BLOCK 3 ALLEN & SMITH'S ADD.	120.00
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SECTION 2. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2012:

LOTS 1-3 WABASH 2ND. ADD.	120.00
BEG 965.5 FT N & 220 FT E SW COR SW1/4 S 93 FT E 125 FT N 93 FT W 125 FT TO BEG. SEC 4-28-1E	120.00
LOT 24 BLOCK 1 LOUIS 4TH. ADD.	120.00
LOTS 50-52 PIATT AVE. STITES BROS. 4TH. ADD.	120.00
LOTS 14-16-18 ROGERS NOW MINNESOTA AVE. ROGER'S SUB OF TARLTON'S ADD.	120.00
LOTS 22-24 TILFORD NOW ASH ST. ELEVENTH. ST. ADD. EXEMPT NO. 92-19629-TX	120.00
LOTS 106-108 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	120.00
LOTS 27-29-31 ESTELLE AVE. FAIRMOUNT PARK ADD.	120.00
LOTS 57-59 ESTELLE AVE. FAIRMOUNT PARK ADD.	120.00
LOTS 33-35 BLOCK 2 ESTERBROOK PARK ADD.	120.00
LOT 12 & S 10 FT LOT 14 BLOCK 3 ESTERBROOK PARK ADD.	120.00
LOT 2 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	120.00
RESERVE A & VAC ALLEY ADJ ON N & 1/2 VAC ALLEY ADJ ON E BLOCK 1 KRACK'S ADDITION	165.00
LOT 20 BLOCK 4 RIDGECREST ADD.	120.00

LOT 3 EXC W 66 FT JESTER ADD	120.00
LOTS 305-307 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	120.00
LOTS 34-36 BLOCK 8 WHITLOCK'S REPLAT	120.00
LOTS 2-4-6-8-10 & 30 FT VAC ST ADJ ON N BLOCK 9 SIMPSONS ADD.	120.00
LOT 12 BLOCK 4 STONEBRIAR ADD.	120.00
LOT 6 BLOCK 1 EDGEWOOD SECOND ADD.	120.00
LOTS 13-15 ESTELLE AVE. FAIRMOUNT ORCHARDS ADD.	120.00
ODD LOTS 61-63-65-67-69-71 EXC E 10 FT FOR ST CCA-53868 MERIDIAN AVE GARFIELD PARK ADD.	120.00
S 8 FT LOT 4-ALL LOT 6 & N 9 FT LOT 8 NEW YORK AVE. KARR'S ADD.	120.00
LOTS 17-19 BLOCK 3 ESTERBROOK PARK ADD.	120.00
THAT PART LOT 14 BEG NE COR S 100FT TO SE COR W 113.87 FT NE 137.66 FT TO CUR ELY ALG CUR 32.6 FT TO BEG & LOT 15 EXC E 48 FT BLOCK 6 SAWMILL CREEK ADDITION	120.00
LOT 43 BLOCK 5 SAWMILL CREEK ADD.	120.00
LOT 1 JOSEPH E. HALL ADD.	134.00
LOT 14 BLOCK 6 ANGEL ACRES ADD.	120.00
LOT 8 BLOCK 4 4TH ADDITION TO SOUTHWEST VILLAGE	120.00
LOT 7 MAPLE LANE ADD	120.00
LOTS 73-75 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	120.00

LOTS 48-50-52-54 GETTO NOW NEW YORK AVE. GETTO'S ADD.	120.00
LOT 2 EXC BEG NW COR E 5 FT S TO SWCOR N TO BEG BLOCK 7 GRANDVIEW HEIGHTS ADD.	120.00
LOT 3 DON DINNING 2ND. ADD.	120.00
LOT 1 EXC S 9.9 FT TO CITY FOR ST. WESTAIR ADDITION	120.00
LOT 1 EXC BEG NE COR THEREOF TH S 205.72 FT W 181.70 FT N 206.42 FT E 182.20 FT TO BEG BLOCK 1 BRANDING IRON ADD	120.00
LOTS 117-119-121 DAYTON AVE GLENDALE ADD.	120.00
LOT 20 BLOCK 14 SHADYBROOK ADD.	120.00
W 52 FT E 54 FT S 1/2 LOT 7 FRISCO NOW 9TH. ST. MOSSMAN'S ADD.	120.00
LOT 1 WINTERSET PLAZA ADD.	120.00
LOTS 117-119 BURNS AVE. GARDEN GROVE ADD.	120.00
LOT 15 EXC E 5 FT BLOCK 3 THE MOORINGS ADDITION	120.00
LOT 4 BLOCK 5 OAK KNOLL ADD.	120.00
LOT 4 J & G REPLAT IN EASTWOOD VILLAGE ADD.	120.00

SECTION 3. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2012:

LOT 1 & VAC 10TH. ST. ADJ ON N BLOCK 5 GOLDEN GARDENS ADD.	120.00
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LOT 8 BLOCK 9 COUNTRY ACRES ADD.	120.00
LOT 9 BLOCK 3 TIMBER LAKES ESTATES 3RD. ADD.	120.00
LOTS 38-40 WATER ST. ENGLISH'S 9TH. ADD.	120.00
LOT 7 BLOCK 2 PURCELL'S 3RD. ADD.	120.00
LOTS 1-3 STRONG NOW ASH ST. STOUT'S ADD.	120.00
W 74 FT LOTS 2-4-6-8 GREEN AVE. FAIRMOUNT ORCHARDS ADD.	120.00
LOT 10 BLOCK 2 BRENTWOOD ADD.	120.00
LOT 12 BLOCK 4 J WALTER ROSS ADD.	120.00
LOT 8 BLOCK C WESTVALE ADD.	120.00
LOTS 1-3-5-7 BLOCK 2 KANSAS ADD.	120.00
LOTS 84-86 BLOCK 6 KANSAS ADD.	120.00
LOTS 76-78 BLOCK 6 KANSAS ADD.	120.00
E 80 FT LOTS 89-91-93 BLOCK 5 KANSAS ADD.	120.00
LOTS 87-89-91-93 BLOCK 6 KANSAS ADD.	120.00
LOTS 105-107 WICHITA ST ENGLISH'S 8TH. ADD.	120.00
LOT 3 EXC BEG 554.37 FT W OF NE COR LOT S 2.0 FT W 6.0 FT N 2.0 FT E 6.0 FT TO BEG & EXC BEG NW COR E 396.27 FT SE 296.92 FT W 494.64 FT TO SW COR N 280 FT TO BEG BLOCK 1 CENTRAL-MAIZE 2ND. ADD.	150.20
LOT 20 & N 16 FT LOT 22 BLOCK 2 AVONDALE ADD.	120.00

LOT 8 BLOCK 4 KELL HAWKINS ADD.	120.00
LOT 7 BLOCK 4 KELL HAWKINS ADD.	120.00
LOTS 10-12 TOPEKA AVE. FORD'S ADD.	120.00
LOTS 98-100 & LOT 102 EXC N 10 FT PARMENTER'S ADD.	120.00
LOT 9 BLOCK A RIDGE PORT COMMERCIAL PARK ADD.	129.05
LOT 3 BLOCK 32 COUNTRY ACRES 2ND. ADD.	120.00
LOT 4 BLOCK 40 COUNTRY ACRES 2ND. ADD.	120.00
LOT 13 BOSTON COURT ADD.	120.00
LOT 12 BOSTON COURT ADD.	120.00
LOT 12 BLOCK 2 CARLAN'S ADDITION	120.00
LOTS 9-11 BLOCK 2 DUGANS ADD.	120.00
LOTS 1-2-3-4 BLOCK 1 MISSION ADD.	181.25
LOT 10 BLOCK 1 PRAIRIE WOODS 2ND ADD.	192.05
LOT 9 BLOCK 7 LANGFORD ADD	120.00
LOT 6 BLOCK 11 PAWNEE PARK ADD.	120.00
LOTS 41-43 DAYTON AVE GLENDALE ADD.	120.00
E 48 FT LOT 15 & LOT 16 EXC E 37 FT BLOCK 6 SAWMILL CREEK ADD.	120.00



LOT 13 VINE ST. LAWRENCE'S 7TH. ADD.	120.00
LOT 2 BLOCK 2 4TH ADD TO SOUTHWEST VILLAGE	120.00
LOTS 41-43 MARKET ST. POWELL'S 2ND. ADD.	120.00
LOTS 5-7 MARKET ST. PLUMMER'S SUB.	120.00
LOTS 16-18 & N1/2 LOT 20 ARMSTRONG AVE. BUENA VISTA SUB.	120.00
LOTS 122-123 GIBBONS GARDENS ADD.	120.00
LOTS 126-127 GIBBON'S GARDENS ADD.	120.00
S 19 FT LOT 8 - ALL LOT 10 & N 4 FT LOT 12 EXC E 8 FT TO CITY MINNEAPOLIS AVE. OAKLAND ADD.	120.00
LOTS 62-64 WABASH AVE. BURLEIGH'S 3RD. ADD.	120.00

SECTION 4. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2012:

LOTS 61-63 WABASH AVE. BURLEIGH'S 3RD. ADD.	120.00
LOTS 69-71 WABASH AVE. BURLEIGH'S 3RD. ADD.	120.00
LOTS 41-43-45-47 WABASH ADD.	120.00
S 50 FT OF LOT 2 BLOCK 8 KINKAID'S 2ND. ADD.	120.00
LOTS 25-27 PENN NOW SPRUCE ST. SOLOMON'S 2ND. ADD.	120.00
LOTS 41-43 SUNNY SLOPE ADD.	120.00

LOTS 96-97 ROSENTHAL'S 2ND. ADD.	120.00
W 1/2 LOTS 114-115-116-117 ROSENTHAL'S 2ND. ADD.	120.00
EVEN LOTS 2 THRU 12 ON MINNESOTA AVE & ODD LOTS 1 THRU 23 ON PIATT AVE EXC N 10 FT FOR ST. PARKVIEW ADD.	286.00
LOTS 21-23 MONA NOW POPLAR AVE. MOSSMAN'S 2ND. ADD.	120.00
LOTS 21-23 BLOCK 5 ESTERBROOK PARK ADD.	120.00
LOTS 83-85 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	120.00
LOTS 91-93 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	120.00
LOTS 5-7 ROGERS & CUNNINGHAM'S SUB.	120.00
LOTS 11-13 POPLAR AVE. DIXON'S ADD.	120.00
LOTS 50-51-52 BLOCK 4 EAST HIGHLANDS ADD.	120.00
LOT 10 BLOCK 4 BEVERLY MANOR ADD.	120.00
LOT 3 BLOCK 11 BEVERLY MANOR ADD.	120.00
LOT 1 BLOCK 2 OAKWOOD ESTATES ADD.	120.00
N 10 FT LOT 33-ALL LOTS 34-35 BLOCK 16 UNIVERSITY HEIGHTS ADD.	120.00
LOT 2 BLOCK 3 BUILDERS 2ND. ADD.	120.00
LOT 4 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	120.00
LOT 6 BLOCK A A. J. CHRISTMAN 2ND. ADD.	120.00

LOT 3 BLOCK 6 EASTRIDGE SEVENTH ADD.	120.00
LOT 18 BLOCK B BOMHOFF ADD.	120.00
LOT 10 BLOCK F PLANEVIEW SUB. NO. 2	120.00
LOT 24 BLOCK H PLANEVIEW SUB. NO. 2	120.00
LOT 5 BLOCK 8 GREENBRIAR MANOR ADD.	120.00
LOT 10 BLOCK 1 LISA COLE 1ST. ADD.	120.00
LOT 12 BLOCK 3 FAIRFIELD ESTATES ADD.	120.00
LOT 13 BLOCK 2 TOWNE PARC ADD.	120.00
THAT PART LOT 2 LY SE OF ORIENT AVE. & ALL LOT 4 EXC ORIENT AVE. BLOCK K SOUTH UNIVERSITY PLACE ADD.	120.00
LOTS 15-17 BLOCK 20 J. O. DAVIDSON'S 2ND. ADD.	120.00
N 140 FT LOT 14 MARTINSON'S 10TH. ADD.	120.00
LOT 14 BLOCK 2 FRUITVALE PARK ADD.	120.00
LOT 1 BLOCK 2 RIDGEVIEW ADD.	120.00
LOT 12 BLOCK 30 COUNTRY ACRES 2ND. ADD.	120.00
LOT 6 EXC BEG 36 FT W SE COR TH W TO SW COR N TO NW COR E 55 FT SE 190.14 FT S 48.03 FT TO BEG BLOCK 1 BARTLOW ADD	120.00
LOT 25 BLOCK 9 PURCELL'S 10TH. ADD.	120.00

LOT 16 BLOCK 2 WHISPERING LAKES ESTATES 2ND ADD.	120.00
BEG 1062.8 FT S NE COR NE 1/4 W 435 FT SWLY 137.76 FT SWLY 143.42 FT TO NW COR LOT 4, BLK 8 N 335.72 FT E 700.56 FT TO E LI S TO BEG EXC E 50 FT FOR ST SEC 2-27-1E	300.00
RESERVE A EXC W 60 FT N 62 FT SYCAMORE POND ADD	558.00
RESERVE A HOME DEPOT ADD	120.00

SECTION 5. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this **7th** day of **February, 2012**.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

(SEAL)

Approved as to form

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Gary E. Rebenstorf, Director of Law

Published in the Wichita Eagle on February 10, 2012

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LOTS 78-80 LAWRENCE AVE ENGLISH 6TH. ADD.	120.00
LOT 7 PIPPIN ADD.	120.00
LOTS 26-28-30-32-34 & 1/2 VAC ALLEY ON E BLOCK 3 COLES, EC & LR ADD TO CAREY PARK	120.00
EVEN LOTS 2 TO 12 INC. & 1/2 VAC ALLEY ON E BLOCK 6 COLE'S, EC & LR ADD TO CAREY PARK	120.00
LOTS 6-8 4TH. NOW ST. FRANCIS AVE. ZIMMERLY'S 2ND. ADD.	120.00
LOTS 145-147-149 RANSON & KAY'S 2ND. ADD.	120.00
LOTS 85-87 LAURA AVE. CAMPBELL'S ADD.	120.00
LOTS 11-12 WEATHER'S ADD.	120.00

LOT 9 BLOCK 12 SCHRADER BROS. 3RD. ADD.	120.00
W 50 FT E 250 FT N 110 FT RES A MOSSMAN'S ADD.	120.00
LOTS 1-3 MONA NOW POPLAR ST. MOSSMAN'S 2ND. ADD.	120.00
LOT 31 BLOCK 3 ESTERBROOK PARK ADD.	120.00
LOTS 62-63 OVERLOOK ANNEX	120.00
LOT 6 BLOCK P UNIVERSITY PARK ADD.	120.00
LOT 23 BLOCK 1 BUILDERS 3RD. ADD.	120.00
LOT 20 BLOCK 1 ROBERT L. MYERS ADD.	120.00
LOT 3 MINUGH ADD.	120.00
LOTS 14-15 KAEISER'S 2ND ADD.	120.00
E 65.8 FT LOTS 150-152 EXPOSITION AVE. MC CORMICK'S 2ND. ADD.	120.00
LOT 17 FULGROAT ADD.	120.00
LOT 1 BLOCK 8 DOWNTAIN'S 1ST. ADD.	120.00
S 37.85 FT LOT 13 BLOCK Q WESTRIDGE VILLAGE ADD.	120.00
LOT 27 BLOCK G JAMESBURG PARK ADD.	120.00
LOT 1 STONEBOROUGH 2ND ADD.	215.00
THAT PART LOT 21 BEG NW COR E 173.63FT TO NE COR SW ALG CUR 59.91 FT W 137.85 FT TO W LI N 41.21 FT TO BEG BLOCK 1 IRONHORSE AT OXFORD ADD	120.00

LOTS 246-248 EXC E 45 FT MARKET ST. HYDE & FERRELL'S ADD.	120.00
LOTS 121-123 MAIN ST. LEE'S ADD.	120.00
N 25 FT LOT 36 MAIN ST. E. E. FORD'S ADD.	120.00
N 2/3 LOT 76-ALL LOT 78 WATER ST TILFORD'S ADD.	120.00
LOTS 70-72 WICHITA ST. ENGLISH'S 9TH. ADD.	120.00
E 1/2 LOTS 1-2 SUPPL PLAT OF ROSENTHAL'S 5TH. ADD.	120.00
LOT 22 HALL'S ADD.	120.00
LOT 5 BLOCK 6 RIVER PARK ADD.	120.00
S 23 FT LOT 16-ALL LOT 18 EXC E 8 FT TO CITY MINNEAPOLIS AVE. OAKLAND ADD.	120.00
LOT 16 & N 20 FT LOT 17 SHIRK'S ADD.	120.00
LOTS 33-35 OHIO AVE MOORE'S ADD.	120.00
S 20 FT LOT 80 - ALL LOT 82 & N 15 FT LOT 84 INDIANA AVE. BURLEIGH'S 3RD. ADD.	120.00
LOTS 11-13 PRIEST'S ADD.	120.00
E 41 FT LOTS 74-76 BLOCK 8 ORME & PHILLIPS ADD.	120.00
LOTS 42-44 BLOCK 2 ALLEN & SMITH'S ADD.	120.00
LOTS 6-8 BLOCK 3 ALLEN & SMITH'S ADD.	120.00
LOTS 10-12 BLOCK 3 ALLEN & SMITH'S ADD.	120.00

LOTS 14-16 BLOCK 3 ALLEN & SMITH'S ADD.	120.00
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SECTION 2. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2012:

LOTS 1-3 WABASH 2ND. ADD.	120.00
BEG 965.5 FT N & 220 FT E SW COR SW1/4 S 93 FT E 125 FT N 93 FT W 125 FT TO BEG. SEC 4-28-1E	120.00
LOT 24 BLOCK 1 LOUIS 4TH. ADD.	120.00
LOTS 50-52 PIATT AVE. STITES BROS. 4TH. ADD.	120.00
LOTS 14-16-18 ROGERS NOW MINNESOTA AVE. ROGER'S SUB OF TARLTON'S ADD.	120.00
LOTS 22-24 TILFORD NOW ASH ST. ELEVENTH. ST. ADD. EXEMPT NO. 92-19629-TX	120.00
LOTS 106-108 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	120.00
LOTS 27-29-31 ESTELLE AVE. FAIRMOUNT PARK ADD.	120.00
LOTS 57-59 ESTELLE AVE. FAIRMOUNT PARK ADD.	120.00
LOTS 33-35 BLOCK 2 ESTERBROOK PARK ADD.	120.00
LOT 12 & S 10 FT LOT 14 BLOCK 3 ESTERBROOK PARK ADD.	120.00
LOT 2 BLOCK U AUDREY MATLOCK HEIGHTS 1ST. ADD.	120.00
RESERVE A & VAC ALLEY ADJ ON N & 1/2 VAC ALLEY ADJ ON E BLOCK 1 KRACK'S ADDITION	165.00
LOT 20 BLOCK 4 RIDGECREST ADD.	120.00



LOT 3 EXC W 66 FT JESTER ADD	120.00
LOTS 305-307 PHILLIPS NOW RICHMOND AVE. MARTINSON'S 5TH. ADD.	120.00
LOTS 34-36 BLOCK 8 WHITLOCK'S REPLAT	120.00
LOTS 2-4-6-8-10 & 30 FT VAC ST ADJ ON N BLOCK 9 SIMPSONS ADD.	120.00
LOT 12 BLOCK 4 STONEBRIAR ADD.	120.00
LOT 6 BLOCK 1 EDGEWOOD SECOND ADD.	120.00
LOTS 13-15 ESTELLE AVE. FAIRMOUNT ORCHARDS ADD.	120.00
ODD LOTS 61-63-65-67-69-71 EXC E 10 FT FOR ST CCA-53868 MERIDIAN AVE GARFIELD PARK ADD.	120.00
S 8 FT LOT 4-ALL LOT 6 & N 9 FT LOT 8 NEW YORK AVE. KARR'S ADD.	120.00
LOTS 17-19 BLOCK 3 ESTERBROOK PARK ADD.	120.00
THAT PART LOT 14 BEG NE COR S 100FT TO SE COR W 113.87 FT NE 137.66 FT TO CUR ELY ALG CUR 32.6 FT TO BEG & LOT 15 EXC E 48 FT BLOCK 6 SAWMILL CREEK ADDITION	120.00
LOT 43 BLOCK 5 SAWMILL CREEK ADD.	120.00
LOT 1 JOSEPH E. HALL ADD.	134.00
LOT 14 BLOCK 6 ANGEL ACRES ADD.	120.00
LOT 8 BLOCK 4 4TH ADDITION TO SOUTHWEST VILLAGE	120.00
LOT 7 MAPLE LANE ADD	120.00
LOTS 73-75 MONA NOW POPLAR ST. FAIRMOUNT PARK ADD.	120.00

LOTS 48-50-52-54 GETTO NOW NEW YORK AVE. GETTO'S ADD.	120.00
LOT 2 EXC BEG NW COR E 5 FT S TO SWCOR N TO BEG BLOCK 7 GRANDVIEW HEIGHTS ADD.	120.00
LOT 3 DON DINNING 2ND. ADD.	120.00
LOT 1 EXC S 9.9 FT TO CITY FOR ST. WESTAIR ADDITION	120.00
LOT 1 EXC BEG NE COR THEREOF TH S 205.72 FT W 181.70 FT N 206.42 FT E 182.20 FT TO BEG BLOCK 1 BRANDING IRON ADD	120.00
LOTS 117-119-121 DAYTON AVE GLENDALE ADD.	120.00
LOT 20 BLOCK 14 SHADYBROOK ADD.	120.00
W 52 FT E 54 FT S 1/2 LOT 7 FRISCO NOW 9TH. ST. MOSSMAN'S ADD.	120.00
LOT 1 WINTERSET PLAZA ADD.	120.00
LOTS 117-119 BURNS AVE. GARDEN GROVE ADD.	120.00
LOT 15 EXC E 5 FT BLOCK 3 THE MOORINGS ADDITION	120.00
LOT 4 BLOCK 5 OAK KNOLL ADD.	120.00
LOT 4 J & G REPLAT IN EASTWOOD VILLAGE ADD.	120.00

SECTION 3. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2012:

LOT 1 & VAC 10TH. ST. ADJ ON N BLOCK 5 GOLDEN GARDENS ADD.	120.00
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LOT 8 BLOCK 9 COUNTRY ACRES ADD.	120.00
LOT 9 BLOCK 3 TIMBER LAKES ESTATES 3RD. ADD.	120.00
LOTS 38-40 WATER ST. ENGLISH'S 9TH. ADD.	120.00
LOT 7 BLOCK 2 PURCELL'S 3RD. ADD.	120.00
LOTS 1-3 STRONG NOW ASH ST. STOUT'S ADD.	120.00
W 74 FT LOTS 2-4-6-8 GREEN AVE. FAIRMOUNT ORCHARDS ADD.	120.00
LOT 10 BLOCK 2 BRENTWOOD ADD.	120.00
LOT 12 BLOCK 4 J WALTER ROSS ADD.	120.00
LOT 8 BLOCK C WESTVALE ADD.	120.00
LOTS 1-3-5-7 BLOCK 2 KANSAS ADD.	120.00
LOTS 84-86 BLOCK 6 KANSAS ADD.	120.00
LOTS 76-78 BLOCK 6 KANSAS ADD.	120.00
E 80 FT LOTS 89-91-93 BLOCK 5 KANSAS ADD.	120.00
LOTS 87-89-91-93 BLOCK 6 KANSAS ADD.	120.00
LOTS 105-107 WICHITA ST ENGLISH'S 8TH. ADD.	120.00
LOT 3 EXC BEG 554.37 FT W OF NE COR LOT S 2.0 FT W 6.0 FT N 2.0 FT E 6.0 FT TO BEG & EXC BEG NW COR E 396.27 FT SE 296.92 FT W 494.64 FT TO SW COR N 280 FT TO BEG BLOCK 1 CENTRAL-MAIZE 2ND. ADD.	150.20
LOT 20 & N 16 FT LOT 22 BLOCK 2 AVONDALE ADD.	120.00

LOT 8 BLOCK 4 KELL HAWKINS ADD.	120.00
LOT 7 BLOCK 4 KELL HAWKINS ADD.	120.00
LOTS 10-12 TOPEKA AVE. FORD'S ADD.	120.00
LOTS 98-100 & LOT 102 EXC N 10 FT PARMENTER'S ADD.	120.00
LOT 9 BLOCK A RIDGE PORT COMMERCIAL PARK ADD.	129.05
LOT 3 BLOCK 32 COUNTRY ACRES 2ND. ADD.	120.00
LOT 4 BLOCK 40 COUNTRY ACRES 2ND. ADD.	120.00
LOT 13 BOSTON COURT ADD.	120.00
LOT 12 BOSTON COURT ADD.	120.00
LOT 12 BLOCK 2 CARLAN'S ADDITION	120.00
LOTS 9-11 BLOCK 2 DUGANS ADD.	120.00
LOTS 1-2-3-4 BLOCK 1 MISSION ADD.	181.25
LOT 10 BLOCK 1 PRAIRIE WOODS 2ND ADD.	192.05
LOT 9 BLOCK 7 LANGFORD ADD	120.00
LOT 6 BLOCK 11 PAWNEE PARK ADD.	120.00
LOTS 41-43 DAYTON AVE GLENDALE ADD.	120.00
E 48 FT LOT 15 & LOT 16 EXC E 37 FT BLOCK 6 SAWMILL CREEK ADD.	120.00

LOT 13 VINE ST. LAWRENCE'S 7TH. ADD.	120.00
LOT 2 BLOCK 2 4TH ADD TO SOUTHWEST VILLAGE	120.00
LOTS 41-43 MARKET ST. POWELL'S 2ND. ADD.	120.00
LOTS 5-7 MARKET ST. PLUMMER'S SUB.	120.00
LOTS 16-18 & N1/2 LOT 20 ARMSTRONG AVE. BUENA VISTA SUB.	120.00
LOTS 122-123 GIBBONS GARDENS ADD.	120.00
LOTS 126-127 GIBBON'S GARDENS ADD.	120.00
S 19 FT LOT 8 - ALL LOT 10 & N 4 FT LOT 12 EXC E 8 FT TO CITY MINNEAPOLIS AVE. OAKLAND ADD.	120.00
LOTS 62-64 WABASH AVE. BURLEIGH'S 3RD. ADD.	120.00

SECTION 4. That the sums set opposite the following lots, tracts, pieces and parcels of land or ground, herein specified, be and the same are hereby levied to pay the cost of cutting weeds in the City of Wichita, Kansas in the year 2012:

LOTS 61-63 WABASH AVE. BURLEIGH'S 3RD. ADD.	120.00
LOTS 69-71 WABASH AVE. BURLEIGH'S 3RD. ADD.	120.00
LOTS 41-43-45-47 WABASH ADD.	120.00
S 50 FT OF LOT 2 BLOCK 8 KINKAID'S 2ND. ADD.	120.00
LOTS 25-27 PENN NOW SPRUCE ST. SOLOMON'S 2ND. ADD.	120.00
LOTS 41-43 SUNNY SLOPE ADD.	120.00

LOTS 96-97 ROSENTHAL'S 2ND. ADD.	120.00
W 1/2 LOTS 114-115-116-117 ROSENTHAL'S 2ND. ADD.	120.00
EVEN LOTS 2 THRU 12 ON MINNESOTA AVE & ODD LOTS 1 THRU 23 ON PIATT AVE EXC N 10 FT FOR ST. PARKVIEW ADD.	286.00
LOTS 21-23 MONA NOW POPLAR AVE. MOSSMAN'S 2ND. ADD.	120.00
LOTS 21-23 BLOCK 5 ESTERBROOK PARK ADD.	120.00
LOTS 83-85 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	120.00
LOTS 91-93 CHAUTAUQUA AVE. WOODRIDGE PLACE ADD.	120.00
LOTS 5-7 ROGERS & CUNNINGHAM'S SUB.	120.00
LOTS 11-13 POPLAR AVE. DIXON'S ADD.	120.00
LOTS 50-51-52 BLOCK 4 EAST HIGHLANDS ADD.	120.00
LOT 10 BLOCK 4 BEVERLY MANOR ADD.	120.00
LOT 3 BLOCK 11 BEVERLY MANOR ADD.	120.00
LOT 1 BLOCK 2 OAKWOOD ESTATES ADD.	120.00
N 10 FT LOT 33-ALL LOTS 34-35 BLOCK 16 UNIVERSITY HEIGHTS ADD.	120.00
LOT 2 BLOCK 3 BUILDERS 2ND. ADD.	120.00
LOT 4 BLOCK O AUDREY MATLOCK HEIGHTS 1ST. ADD.	120.00
LOT 6 BLOCK A A. J. CHRISTMAN 2ND. ADD.	120.00

LOT 3 BLOCK 6 EASTRIDGE SEVENTH ADD.	120.00
LOT 18 BLOCK B BOMHOFF ADD.	120.00
LOT 10 BLOCK F PLANEVIEW SUB. NO. 2	120.00
LOT 24 BLOCK H PLANEVIEW SUB. NO. 2	120.00
LOT 5 BLOCK 8 GREENBRIAR MANOR ADD.	120.00
LOT 10 BLOCK 1 LISA COLE 1ST. ADD.	120.00
LOT 12 BLOCK 3 FAIRFIELD ESTATES ADD.	120.00
LOT 13 BLOCK 2 TOWNE PARC ADD.	120.00
THAT PART LOT 2 LY SE OF ORIENT AVE. & ALL LOT 4 EXC ORIENT AVE. BLOCK K SOUTH UNIVERSITY PLACE ADD.	120.00
LOTS 15-17 BLOCK 20 J. O. DAVIDSON'S 2ND. ADD.	120.00
N 140 FT LOT 14 MARTINSON'S 10TH. ADD.	120.00
LOT 14 BLOCK 2 FRUITVALE PARK ADD.	120.00
LOT 1 BLOCK 2 RIDGEVIEW ADD.	120.00
LOT 12 BLOCK 30 COUNTRY ACRES 2ND. ADD.	120.00
LOT 6 EXC BEG 36 FT W SE COR TH W TO SW COR N TO NW COR E 55 FT SE 190.14 FT S 48.03 FT TO BEG BLOCK 1 BARTLOW ADD	120.00
LOT 25 BLOCK 9 PURCELL'S 10TH. ADD.	120.00

LOT 16 BLOCK 2 WHISPERING LAKES ESTATES 2ND ADD.	120.00
BEG 1062.8 FT S NE COR NE 1/4 W 435 FT SWLY 137.76 FT SWLY 143.42 FT TO NW COR LOT 4, BLK 8 N 335.72 FT E 700.56 FT TO E LI S TO BEG EXC E 50 FT FOR ST SEC 2-27-1E	300.00
RESERVE A EXC W 60 FT N 62 FT SYCAMORE POND ADD	558.00
RESERVE A HOME DEPOT ADD	120.00

SECTION 5. This ordinance shall take effect and be in force from and after its passage by the city council and publication once in the official City newspaper.

ADOPTED at Wichita, Kansas, this 7th day of February, 2012.

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Carl Brewer, Mayor

ATTEST:

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Karen Sublett, City Clerk

(SEAL)

Approved as to form

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Gary E. Rebenstorf, Director of Law



City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** Petition for Landscaping, Street Lighting and Irrigation Improvements for Berkeley Square First Addition and Greenwich Office Park Second Addition and Related Easement and Agreement (District II)

**INITIATED BY:** Public Works and Utilities

**AGENDA:** Consent

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**Recommendation:** Approve the Petitions, the Easement and the Agreement, and adopt the Resolutions as to Advisability and Authorization for Construction of the Improvements.

**Background:** On March 8, 2011, April 26, 2011 and August 2, 2011, the City Council approved petitions to construct street paving for Berkeley Square 1st Addition, Home Bank & Trust Addition and an unplatted tract, which petitions eventually included costs totaling \$765,000. Those costs included costs for landscaping, installation of custom street lighting, and irrigation, although these items were not specifically identified as improvements covered by the original petitions. The developer has now submitted new petitions which specifically identify the landscaping, custom street lighting and irrigation elements (the "Improvements") as separate projects for financing and assessment, in a total amount of \$355,000. The signatures on the petitions represent 100% of the improvement districts.

**Analysis:** The projects will provide landscaping, custom street lighting and irrigation improvements for new commercial developments located north of 13th, west of Greenwich. The City will own the Improvements, and will have easement rights allowing their installation and future access for maintenance. Maintenance of the Improvements is expected to be performed by and at the expense of the Berkeley Square Association, which will assess the costs to its members.

**Financial Considerations:** The new petitions total \$355,000. It is anticipated that the costs ultimately assessed under the original 2011 paving petitions will be reduced in a similar amount, due to the financing and assessment of the Improvements under these new petitions. The funding source for the Improvements is special assessments. In connection with the custom street lighting, the related Agreement provides that the City will pay for the electricity to operate the lights, subject to limitations of the Kansas Cash Basis and Budget Laws. The funding source for the electricity costs will be the City's Street Lighting budget.

**Goal Impact:** These projects address the Efficient Infrastructure goal by providing paving improvements for new commercial developments.

**Legal Considerations:** The Law Department has approved the Petitions, the Agreement, the Easement and the Resolutions as to form.

**Recommendation/Action:** It is recommended that the City Council approve the Petitions, the related Agreement and the Easement, adopt the Resolutions, and authorize the necessary signatures.

**Attachments:** Petitions, Easement, Agreement and Resolutions.

## **AGREEMENT**

THIS AGREEMENT is made and entered into this \_\_\_\_day of January, 2012, by and between the City of Wichita, Kansas ("Wichita"), and Berkeley Square Association (the "Association").

## **RECITALS**

WHEREAS, the Association desires that landscaping, lighting, irrigation and associated improvements be made to Berkeley Square First Addition, an addition to Wichita, Sedgwick County, Kansas, and to Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; and

WHEREAS, the location for such improvements will be within easements upon the land described in Exhibit A, attached hereto and incorporated herein by this reference (hereinafter the "Property"), which Property will be dedicated to Wichita by the landowners; and

WHEREAS, the landowners intend to Petition the City for installation of landscaping, lighting, irrigation and associated improvements with the costs for installation to be assessed to the properties included within an improvement district identified within such petitions; and

WHEREAS, such improvements would include custom street lighting other than standard fixtures offered at a tariff rate; and

WHEREAS, Wichita is willing to pay for the costs of electricity provided that the Association agrees to pay for all other costs associated with the maintenance of such lighting and other improvements; and

NOW, THEREFORE, for and in consideration of the mutual benefits, promises and covenants, the parties agree as follows:

1. **Installation of Street Lights.** Wichita will install, as a public project, custom street lighting fixtures, the cost of which shall be assessed against the properties included within the improvement district, as set forth in the petitions for such projects. Such fixtures shall be approved by Wichita prior to installation, shall remain the property of Wichita, and all aspects of construction, operation, and/or maintenance of such fixtures shall be subject to the final authority and control of Wichita.

2. **The Association to Repair and Maintain Lighting.** The Association agrees that it will perform, at its sole cost and expense, all necessary repair and maintenance to said street lighting as long as it remains in place. In the event that such repair and/or maintenance is required and the Association fails to perform the same after receiving two written notices from Wichita, each of which shall give the Association thirty (30) days to cure, the Association agrees for itself, its successors and assigns, that Wichita may perform or cause to be performed such repair and/or maintenance and charge such costs and expenses against the Association, to be paid within ninety (90) days of receipt of billing from Wichita.

3. **City to Provide Access.** Wichita agrees to permit the Association and its employees, subcontractors and assigns access to landscaping, lighting, irrigation and associated improvements after construction in order that the Association may perform all necessary repair and maintenance to said improvements after construction and for so long as the improvements remain in place.

4. **City to Pay Cost of Electricity.** Subject to the requirements and limitations of the Kansas Cash Basis and Budget Laws, and the sufficiency of annual appropriations properly available for such purposes, Wichita agrees that it will pay all the costs for electrical usage charges related to the operation of said street lighting. Wichita's obligation to perform under this section is secondary to and contingent upon the Association's performance of all obligations

under this agreement and payment of all taxes, special assessments and/or installments thereof due upon the Property in which such lighting is located at the time of request for payment.

5. **Installation of Irrigation and Landscaping.** Wichita will install, as a public project, custom irrigation and landscaping improvements, the cost of which shall be assessed against the properties included within the improvement district, as set forth in the petitions for such projects. Such improvements shall be approved by Wichita prior to installation, shall remain the property of Wichita, and all aspects of construction, operation, and/or maintenance of such improvements shall be subject to the final authority and control of Wichita.

6. **The Association to Repair and Maintain Irrigation and Landscaping.** The Association agrees that it will undertake, at its sole cost and expense, all necessary repairs, all maintenance, and all operational costs, including the costs of water, for irrigation and landscaping improvements, so long as the improvements remain in place. In the event that any such repair and/or maintenance is required and the Association fails to perform the same after receiving two written notices from Wichita, each of which shall give the Association thirty (30) days to cure, the Association agrees for itself, its successors and assigns, that Wichita may perform or cause to be performed such repair and/or maintenance and charge such costs and expenses against the Association, to be paid within ninety (90) days of receipt of billing from Wichita.

7. **Hold Harmless.** The Association agrees that it will hold Wichita harmless and defend it from any and all costs, expenses, claims, suits or judgments related to or arising out of the repair and/or maintenance work performed on said street lighting by the Association or its employees, subcontractors or assigns.

8. **Parties in Interest.** Nothing herein shall be construed to be to or intended to the benefit of or enforceable by any third party.

9. **Entire Agreement.** The parties hereto declare and represent to each other that no promises, inducements or agreements not herein expressed have been made by the parties, and

that this Agreement contains the entire agreement between the parties hereto, and that the terms of this Agreement are contractual and not mere recitals.

10. **Governing Law.** This Agreement shall be subject to and governed by the laws of the State of Kansas.

11. **Amendments/Modifications Only in Writing.** This Agreement, including this section, may only be amended, modified, suspended, or cancelled by written instrument executed by both of the parties.

12. **Understanding of the Agreement.** Each of the parties has fully read this Agreement and received the assistance of independent legal counsel and understands each and every term of this Agreement.

13. **Covenants to Run with Land.** It is intended that each of the covenants, conditions, restrictions, rights and obligations set forth herein shall run with the Property and create equitable servitudes in favor of the Property, shall bind every person having any fee, leasehold or other interest therein and shall inure to the benefit of the respective parties and their successors and assigns.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first written above.

BERKELEY SQUARE ASSOCIATION

By:\_\_\_\_\_

George E. Laham, II, President

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF SEDGWICK    )

This instrument was acknowledged before me on January \_\_, 2012, by George E. Laham, II, as President of Berkeley Square Association.

\_\_\_\_\_  
Notary Public

CITY OF WICHITA, KANSAS

By:\_\_\_\_\_

Carl Brewer, Mayor

ATTEST:

SEAL:

\_\_\_\_\_  
Karen Sublett, City Clerk

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF SEDGWICK    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for said State, came Carl Brewer and Karen Sublett, to me personally known to be the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, and said Mayor and City Clerk acknowledged the execution of the foregoing instrument on behalf of, and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM

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Gary Rebenstorf, Director of Law

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**EXHIBIT A**  
**Legal Description of the Property**

Tract 1

Reserve "B" and "C", Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas, TOGETHER WITH, A tract of land lying within portions of Lots 1, and 2, Block 1, and Reserve "A", Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the southeast corner of said Reserve "A", thence along the south line of Reserve "A" on a platted bearing of S88°53'46"W, 27.79 feet; thence along the west line of said Reserve "A", N01°06'00" W, 217.38 feet to a point on a non-tangent curve to the left, having a radius of 54.50 feet, a central angle of 44°09'54", a chord bearing of N43°03'03"W, and a chord distance of 40.98 feet; thence along the arc of said curve a distance of 42.01 feet; thence N 11°20'18" E, 10.24 feet to a point on a non-tangent curve to the right, having a radius of 64.50 feet, a central angle of 32°38'14", a chord bearing of S50°56'34"E, and a chord distance of 36.25 feet; thence along the arc of said curve a distance of 36.74 feet to a point on a non-tangent curve to the left said curve, having a radius of 64.50 feet, a central angle of 35°20'16", a chord bearing of S 23°40'56" E, and a chord distance of 39.15 feet; thence along the arc of said curve a distance of 39.78 feet and along the east line of said Reserve "A" to a point on a curve to the right, having a radius of 76.00 feet, a central angle of 50°33'54", a chord bearing of S16°04'07"E, and a chord distance of 64.92 feet; thence along the arc of said curve a distance of 67.07 feet and along the east line of said Reserve "A" to a point on a curve to the left, having a radius of 404.00 feet, a central angle of 10°19'03", a chord bearing of S04°03'18"W, and a chord distance of 72.65 feet; thence along the arc of said curve a distance of 72.75 feet and along the east line of said Reserve "A"; thence along the east line of said Reserve "A", S01°06'14"E, 63.25 feet to the POINT OF BEGINNING.

CONTAINING: 12,489 square feet or 0.29 acres of land, more or less.

Tract 2

A contiguous tract of land lying within a portion of Lot 2, Block 1, and a portion of Reserve "A", Greenwich Office Park Second Addition, an addition to Wichita, the south 10 feet of Lot 1, Block 1, Berkeley Square First Addition, an addition to Wichita, and an unplatted portion of the Southeast Quarter of Section 9, Township 27 South, Range 2 East, of the Sixth Principal Meridian, all in Sedgwick County, Kansas, said contiguous tract being more particularly described as follow:

BEGINNING at the southeast corner of said Lot 1, thence along the south line of said Lot 1 for the next five courses starting on a platted bearing of S89°11'53"W, 48.44 feet to a point on a curve to the left, having a radius of 200.00 feet, a central angle of 21°42'27", a chord bearing of S78°20'39"W, and a chord distance of 75.32 feet; thence along the arc of said curve a distance of 75.77 feet to a point on a curve to the right, having a radius of 200.00 feet, a central angle of 12°43'13", a chord bearing of S73°51'02"W, and a chord distance of 44.31 feet; thence along the



arc of said curve a distance of 44.40 feet; thence S80°12'39"W, 79.08 feet to a point on a curve to the right, having a radius of 1935.00 feet, a central angle of 13°23'16", a chord bearing of S86°54'17"W, and a chord distance of 451.11 feet; thence along the arc of said curve a distance of 452.13 feet to a point on a curve to the left, having a radius of 1016.00 feet, a central angle of 21°42'36", a chord bearing of S82°44'37"W, and a chord distance of 382.67 feet; thence along the arc of said curve a distance of 384.97 feet to a point on a curve to the right, having a radius of 90.00 feet, a central angle of 45°16'35", a chord bearing of N85°28'23"W, and a chord distance of 69.28 feet; thence along the arc of said curve a distance of 71.12 feet, to a point on a curve to the left, having a radius of 64.50 feet, a central angle of 71°55'24", a chord bearing of S81°12'12"W, and a chord distance of 75.75 feet; thence along the arc of said curve a distance of 80.97 feet, to a point on a non-tangent curve to the right, having a radius of 82.50 feet, a central angle of 29°05'46", a chord bearing of S86°47'25"W, and a chord distance of 41.45 feet; thence along the arc of said curve a distance of 41.90 feet, thence N11°20'18"E, 10.00 feet to a point on a non-tangent curve to the left, having a radius of 72.50 feet, a central angle of 27°19'44", a chord bearing of N87°40'26"E, and a chord distance of 34.25 feet; thence along the arc of said curve a distance of 34.58 feet to a point on a non-tangent curve to the right, having a radius of 74.50 feet, a central angle of 69°57'05", a chord bearing of N82°11'21"E, and a chord distance of 85.41 feet; thence along the arc of said curve a distance of 90.96 feet to a point on a curve to the left, having a radius of 80.00 feet, a central angle of 45°16'35", a chord bearing of S85°28'23"E, and a chord distance of 61.59 feet; thence along the arc of said curve a distance of 63.22 feet to a point on a curve to the right, having a radius of 1026.00 feet, a central angle of 21°42'36", a chord bearing of N82°44'37"E, and a chord distance of 386.44 feet; thence along the arc of said curve a distance of 388.76 feet to a point on a curve to the left, having a radius of 1925.00 feet, a central angle of 13°23'16", a chord bearing of N86°54'17"E, and a chord distance of 448.78 feet; thence along the arc of said curve a distance of 449.80 feet; thence N80°12'39"E, 79.08 feet to a point on a curve to the left, having a radius of 190.00 feet, a central angle of 12°43'13", a chord bearing of N73°51'02"E, and a chord distance of 42.10 feet; thence along the arc of said curve a distance of 42.18 feet to a point on a curve to the right, having a radius of 210.00 feet, a central angle of 21°42'27", a chord bearing of N78°20'39"E, and a chord distance of 79.09 feet; thence along the arc of said curve a distance of 79.56 feet; thence N89°11'53"E, 48.44 feet to the east line of said Lot 1; thence along said east line, S00°48'07"E, 10.00 feet to the POINT OF BEGINNING.

CONTAINING: 12,777 square feet or 0.29 acres of land, more or less.

### Tract 3

Reserves "A", and "B", Berkeley Square First Addition, an addition to Wichita, Sedgwick County, Kansas, TOGETHER WITH, a tract of land lying within an unplatted portion of the Southeast Quarter of Section 9, Township 27 South, Range 2 East, of the Sixth Principal Meridian, all in Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the northwest corner of said Reserve "A", thence along the west line of said Reserve "A" on a platted bearing of S06°27'22"E, 10.02 feet to a point on a non-tangent curve to the right, having a radius of 1977.00 feet, a central angle of 13°22'15", a chord bearing of S86°54'47"W, and a chord distance of 460.32 feet; thence along the arc of said curve a distance

of 461.37 feet to a point on a curve to the left, having a radius of 974.00 feet, a central angle of  $21^{\circ}22'54''$ , a chord bearing of  $S82^{\circ}54'28''W$ , and a chord distance of 361.37 feet; thence along the arc of said curve a distance of 363.48 feet to a point on a curve to the left, having a radius of 80.00 feet, a central angle of  $48^{\circ}22'16''$ , a chord bearing of  $S48^{\circ}01'53''W$ , and a chord distance of 65.55 feet; thence along the arc of said curve a distance of 67.54 feet to a point on a curve to the right, having a radius of 74.50 feet, a central angle of  $13^{\circ}50'54''$ , a chord bearing of  $S30^{\circ}46'12''W$ , and a chord distance of 17.96 feet; thence along the arc of said curve a distance of 18.01 feet to a point on a curve to the left, having a radius of 66.00 feet, a central angle of  $38^{\circ}47'53''$ , a chord bearing of  $S18^{\circ}17'43''W$ , and a chord distance of 43.84 feet; thence along the arc of said curve a distance of 44.69 feet; thence  $S01^{\circ}06'14''E$ , 161.97 feet to a point lying 50.00 feet north of the south line of said Southeast Quarter; thence parallel with and 50.00 feet north of said south line,  $S88^{\circ}53'46''W$ , 10.00 feet to the east line of Chesterfield Street; thence along the east line of said Chesterfield Street for the next five courses,  $N01^{\circ}06'14''W$ , 161.97 feet to a point on a curve to the right, having a radius of 76.00 feet, a central angle of  $38^{\circ}47'53''$ , a chord bearing of  $N18^{\circ}17'43''E$ , and a chord distance of 50.49 feet; thence along the arc of said curve a distance of 51.46 feet to a point on a curve to the left, having a radius of 64.50 feet, a central angle of  $13^{\circ}50'54''$ , a chord bearing of  $N30^{\circ}46'12''E$ , and a chord distance of 15.55 feet; thence along the arc of said curve a distance of 15.59 feet to a point on a curve to the right, having a radius of 90.00 feet, a central angle of  $48^{\circ}22'16''$ , a chord bearing of  $N48^{\circ}01'53''E$ , and a chord distance of 73.74 feet; thence along the arc of said curve a distance of 75.98 feet to a point on a curve to the right, having a radius of 984.00 feet, a central angle of  $21^{\circ}22'54''$ , a chord bearing of  $N82^{\circ}54'28''E$ , and a chord distance of 365.08 feet; thence along the arc of said curve and along the south right-of-way line of Berkeley Square Parkway a distance of 367.21 feet to a point on a curve to the left, having a radius of 1967.00 feet, a central angle of  $13^{\circ}23'16''$ , a chord bearing of  $N86^{\circ}54'17''E$ , and a chord distance of 458.57 feet; thence continuing along said south right-of-way line of Berkeley Square Parking along the arc of said curve a distance of 459.61 feet to the POINT OF BEGINNING.

CONTAINING: 32,739 square feet or 0.75 acres of land, more or less.

## EASEMENT

THIS EASEMENT made this \_\_\_ day of January, 2012, by and among **Berkeley Square Association (the “Association”), Greenwich 13, L.L.C. (“GW13”), and Nexus Properties, LLC (“Nexus”) (the Association, GW13 and Nexus may be collectively referred to herein as the “Developer”)**, of the first part and the **City of Wichita, Kansas, (“Wichita”)** of the second part.

WHEREAS, the Association, GW13 and Nexus each desire to grant to the City a permanent easement upon, over and under the portion of the real property described in Exhibit A, attached hereto and incorporated herein by this reference (the “Property”), which is owned by them for the construction, operation, and maintenance of landscaping, lighting, and irrigation (hereinafter “Improvements”) as shown on the approved construction plans for the development of the Property, subject to the terms set forth herein.

WHEREAS, the Developer intends to petition Wichita for installation of said landscaping, lighting, and irrigation improvements with the costs for installation to be assessed to the properties identified in such petition as the improvement district.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency whereof are hereby acknowledged, the Developer, for itself, its successors, agents and assigns, hereby agrees as follows:

1. **Grant of Easement**. The Developer hereby grants, conveys, declares, creates, imposes and establishes for the benefit of Wichita, an easement upon, over and under that portion of the

Property for the construction, operation, maintenance and all related activities regarding Improvements called for by the approved construction plans for the development of the Property.

2. **Municipal Ownership and Control.** The Improvements to be installed, maintained and operated on the Property shall be the property of Wichita and Wichita shall have all rights of control and final authority concerning all aspects of the Improvements.

3. **Reservation of Rights.** The Developer hereby expressly reserves for itself, its successors, agents and assigns all rights and privileges incident to the ownership of the fee simple estate of the Property that are not inconsistent with the rights and privileges herein granted, including the right to install signage within the Property.

4. **Maintenance & Taxes.** After the construction of the above-referenced Improvements, and the acceptance of the same by Wichita, and subject to the final authority of Wichita, the Developer, its successors, assigns and agents, shall assume responsibility for the operation, maintenance and repair of the Improvements in compliance with all applicable codes and regulations, and without financial or other contribution from Wichita, unless Wichita agrees otherwise by written contract. The Developer, its successors, agents and assigns agree to pay all taxes, special assessments or installments thereof on the Property, for which Wichita shall have no liability.

5. **Hold Harmless.** The Developer, its successors, agents and assigns agree to assume all liability, indemnify and hold harmless Wichita for claims and/or damages arising out of the operation, repair or maintenance of the facilities, including damages arising from any breach relating to the privately maintained facilities. Furthermore, the Developer, its successors, agents and assigns hereby waive and release Wichita from any and all claims for damages or compensation either now or in the future arising by reason of the use of the described easement for the purposes provided for herein.

6. **No General Public Use.** The easement rights granted hereunder are not intended and shall not be construed as a dedication for general public use.

7. **Parties in Interest.** Nothing herein shall be construed to be to or intended to the benefit of or enforceable by any third party.

IN WITNESS WHEREOF THIS covenant has been executed by the undersigned as its act and deed upon the \_\_\_\_ day of January, 2012.

BERKELEY SQUARE ASSOCIATION

By:\_\_\_\_\_

George E. Laham, II, President

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF SEDGWICK    )

This instrument was acknowledged before me on January \_\_, 2012, by George E. Laham, II, as President of Berkeley Square Association.

\_\_\_\_\_  
Notary Public

GREENWICH 13, L.L.C.,

By: Laham Development Company, L.L.C.,  
Its Manager

By: \_\_\_\_\_  
George E. Laham, II, Manager

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF SEDGWICK    )

This instrument was acknowledged before me on January \_\_, 2012, by George E. Laham, II, as Manager of Laham Development Company, L.L.C., which is Manager of Greenwich 13, L.L.C.

\_\_\_\_\_  
Notary Public

NEXUS PROPERTIES, LLC

By: \_\_\_\_\_  
Thomas M. Mack, Secretary

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF SEDGWICK    )

This instrument was acknowledged before me on January \_\_, 2012, by Thomas M. Mack, as Secretary of Nexus Properties, LLC.

\_\_\_\_\_  
Notary Public

CITY OF WICHITA, KANSAS

By: \_\_\_\_\_  
Carl Brewer, Mayor

ATTEST:

SEAL:

\_\_\_\_\_  
Karen Sublett, City Clerk

STATE OF KANSAS            )  
  ) ss:  
COUNTY OF SEDGWICK    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned, a Notary Public in and for said State, came Carl Brewer and Karen Sublett, to me personally known to be the Mayor and City Clerk, respectively, of the City of Wichita, Kansas, and said Mayor and City Clerk acknowledged the execution of the foregoing instrument on behalf of, and as the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my notarial seal the day and year last above written.

.

\_\_\_\_\_  
Notary Public

APPROVED AS TO FORM

\_\_\_\_\_  
Gary Rebenstorf, Director of Law

**EXHIBIT A**  
**Legal Description of the Property**

**Tract 1**

Reserve "B" and "C", Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas, TOGETHER WITH, A tract of land lying within portions of Lots 1, and 2, Block 1, and Reserve "A", Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the southeast corner of said Reserve "A", thence along the south line of Reserve "A" on a platted bearing of S88°53'46"W, 27.79 feet; thence along the west line of said Reserve "A", N01°06'00" W, 217.38 feet to a point on a non-tangent curve to the left, having a radius of 54.50 feet, a central angle of 44°09'54", a chord bearing of N43°03'03"W, and a chord distance of 40.98 feet; thence along the arc of said curve a distance of 42.01 feet; thence N 11°20'18" E, 10.24 feet to a point on a non-tangent curve to the right, having a radius of 64.50 feet, a central angle of 32°38'14", a chord bearing of S50°56'34"E, and a chord distance of 36.25 feet; thence along the arc of said curve a distance of 36.74 feet to a point on a non-tangent curve to the left said curve, having a radius of 64.50 feet, a central angle of 35°20'16", a chord bearing of S 23°40'56" E, and a chord distance of 39.15 feet; thence along the arc of said curve a distance of 39.78 feet and along the east line of said Reserve "A" to a point on a curve to the right, having a radius of 76.00 feet, a central angle of 50°33'54", a chord bearing of S16°04'07"E, and a chord distance of 64.92 feet; thence along the arc of said curve a distance of 67.07 feet and along the east line of said Reserve "A" to a point on a curve to the left, having a radius of 404.00 feet, a central angle of 10°19'03", a chord bearing of S04°03'18"W, and a chord distance of 72.65 feet; thence along the arc of said curve a distance of 72.75 feet and along the east line of said Reserve "A"; thence along the east line of said Reserve "A", S01°06'14"E, 63.25 feet to the POINT OF BEGINNING.

CONTAINING: 12,489 square feet or 0.29 acres of land, more or less.

**Tract 2**

A contiguous tract of land lying within a portion of Lot 2, Block 1, and a portion of Reserve "A", Greenwich Office Park Second Addition, an addition to Wichita, the south 10 feet of Lot 1, Block 1, Berkeley Square First Addition, an addition to Wichita, and an unplatted portion of the Southeast Quarter of Section 9, Township 27 South, Range 2 East, of the Sixth Principal Meridian, all in Sedgwick County, Kansas, said contiguous tract being more particularly described as follow:

BEGINNING at the southeast corner of said Lot 1, thence along the south line of said Lot 1 for the next five courses starting on a platted bearing of S89°11'53"W, 48.44 feet to a point on a curve to the left, having a radius of 200.00 feet, a central angle of 21°42'27", a chord bearing of S78°20'39"W, and a chord distance of 75.32 feet; thence along the arc of said curve a distance of 75.77 feet to a point on a curve to the right, having a radius of 200.00 feet, a central angle of 12°43'13", a chord bearing of S73°51'02"W, and a chord distance of 44.31 feet; thence along the arc of said curve a distance of 44.40 feet; thence S80°12'39"W, 79.08 feet to a point on a curve to the right, having a radius of 1935.00 feet, a central angle of 13°23'16", a chord bearing of



S86°54'17"W, and a chord distance of 451.11 feet; thence along the arc of said curve a distance of 452.13 feet to a point on a curve to the left, having a radius of 1016.00 feet, a central angle of 21°42'36", a chord bearing of S82°44'37"W, and a chord distance of 382.67 feet; thence along the arc of said curve a distance of 384.97 feet to a point on a curve to the right, having a radius of 90.00 feet, a central angle of 45°16'35", a chord bearing of N85°28'23"W, and a chord distance of 69.28 feet; thence along the arc of said curve a distance of 71.12 feet, to a point on a curve to the left, having a radius of 64.50 feet, a central angle of 71°55'24", a chord bearing of S81°12'12"W, and a chord distance of 75.75 feet; thence along the arc of said curve a distance of 80.97 feet, to a point on a non-tangent curve to the right, having a radius of 82.50 feet, a central angle of 29°05'46", a chord bearing of S86°47'25"W, and a chord distance of 41.45 feet; thence along the arc of said curve a distance of 41.90 feet, thence N11°20'18"E, 10.00 feet to a point on a non-tangent curve to the left, having a radius of 72.50 feet, a central angle of 27°19'44", a chord bearing of N87°40'26"E, and a chord distance of 34.25 feet; thence along the arc of said curve a distance of 34.58 feet to a point on a non-tangent curve to the right, having a radius of 74.50 feet, a central angle of 69°57'05", a chord bearing of N82°11'21"E, and a chord distance of 85.41 feet; thence along the arc of said curve a distance of 90.96 feet to a point on a curve to the left, having a radius of 80.00 feet, a central angle of 45°16'35", a chord bearing of S85°28'23"E, and a chord distance of 61.59 feet; thence along the arc of said curve a distance of 63.22 feet to a point on a curve to the right, having a radius of 1026.00 feet, a central angle of 21°42'36", a chord bearing of N82°44'37"E, and a chord distance of 386.44 feet; thence along the arc of said curve a distance of 388.76 feet to a point on a curve to the left, having a radius of 1925.00 feet, a central angle of 13°23'16", a chord bearing of N86°54'17"E, and a chord distance of 448.78 feet; thence along the arc of said curve a distance of 449.80 feet; thence N80°12'39"E, 79.08 feet to a point on a curve to the left, having a radius of 190.00 feet, a central angle of 12°43'13", a chord bearing of N73°51'02"E, and a chord distance of 42.10 feet; thence along the arc of said curve a distance of 42.18 feet to a point on a curve to the right, having a radius of 210.00 feet, a central angle of 21°42'27", a chord bearing of N78°20'39"E, and a chord distance of 79.09 feet; thence along the arc of said curve a distance of 79.56 feet; thence N89°11'53"E, 48.44 feet to the east line of said Lot 1; thence along said east line, S00°48'07"E, 10.00 feet to the POINT OF BEGINNING.

CONTAINING: 12,777 square feet or 0.29 acres of land, more or less.

### Tract 3

Reserves "A", and "B", Berkeley Square First Addition, an addition to Wichita, Sedgwick County, Kansas, TOGETHER WITH, a tract of land lying within an unplatted portion of the Southeast Quarter of Section 9, Township 27 South, Range 2 East, of the Sixth Principal Meridian, all in Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the northwest corner of said Reserve "A", thence along the west line of said Reserve "A" on a platted bearing of S06°27'22"E, 10.02 feet to a point on a non-tangent curve to the right, having a radius of 1977.00 feet, a central angle of 13°22'15", a chord bearing of S86°54'47"W, and a chord distance of 460.32 feet; thence along the arc of said curve a distance of 461.37 feet to a point on a curve to the left, having a radius of 974.00 feet, a central angle of 21°22'54", a chord bearing of S82°54'28"W, and a chord distance of 361.37 feet; thence along

the arc of said curve a distance of 363.48 feet to a point on a curve to the left, having a radius of 80.00 feet, a central angle of 48°22'16", a chord bearing of S48°01'53"W, and a chord distance of 65.55 feet; thence along the arc of said curve a distance of 67.54 feet to a point on a curve to the right, having a radius of 74.50 feet, a central angle of 13°50'54", a chord bearing of S30°46'12"W, and a chord distance of 17.96 feet; thence along the arc of said curve a distance of 18.01 feet to a point on a curve to the left, having a radius of 66.00 feet, a central angle of 38°47'53", a chord bearing of S18°17'43"W, and a chord distance of 43.84 feet; thence along the arc of said curve a distance of 44.69 feet; thence S01°06'14"E, 161.97 feet to a point lying 50.00 feet north of the south line of said Southeast Quarter; thence parallel with and 50.00 feet north of said south line, S88°53'46"W, 10.00 feet to the east line of Chesterfield Street; thence along the east line of said Chesterfield Street for the next five courses, N01°06'14"W, 161.97 feet to a point on a curve to the right, having a radius of 76.00 feet, a central angle of 38°47'53", a chord bearing of N18°17'43"E, and a chord distance of 50.49 feet; thence along the arc of said curve a distance of 51.46 feet to a point on a curve to the left, having a radius of 64.50 feet, a central angle of 13°50'54", a chord bearing of N30°46'12"E, and a chord distance of 15.55 feet; thence along the arc of said curve a distance of 15.59 feet to a point on a curve to the right, having a radius of 90.00 feet, a central angle of 48°22'16", a chord bearing of N48°01'53"E, and a chord distance of 73.74 feet; thence along the arc of said curve a distance of 75.98 feet to a point on a curve to the right, having a radius of 984.00 feet, a central angle of 21°22'54", a chord bearing of N82°54'28"E, and a chord distance of 365.08 feet; thence along the arc of said curve and along the south right-of-way line of Berkeley Square Parkway a distance of 367.21 feet to a point on a curve to the left, having a radius of 1967.00 feet, a central angle of 13°23'16", a chord bearing of N86°54'17"E, and a chord distance of 458.57 feet; thence continuing along said south right-of-way line of Berkeley Square Parking along the arc of said curve a distance of 459.61 feet to the POINT OF BEGINNING.

CONTAINING: 32,739 square feet or 0.75 acres of land, more or less.

## **LIGHTING & LANDSCAPE PETITION**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

### **BERKELEY SQUARE FIRST ADDITION**

Lots 1 through 4, Block 1;

#### **UNPLATTED TRACT**

A tract of land lying within the Southeast Quarter of the Southeast Quarter, of Section 9, Township 27 South, Range 2 East, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the southwest corner of Lot 2, Block 1, Home Bank & Trust Company Addition, to Wichita, Sedgwick County, Kansas; thence on a Kansas coordinate system of 1983 south zone grid bearing of S88°53'46"W, 611.46 feet to the east line of Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Greenwich Office Park Second Addition for the next three (3) course N01°06'14"W, 151.97 feet to a point on a curve to the right; thence along said curve 51.46 feet to a curve to the left, said curve to the right having a central angle of 38°47'53", a radius of 76.00 feet, and a long chord distance of 50.49 feet, bearing N18°17'43"E; thence along said curve to the left 15.59 feet to a curve the right, said curve to the left having a central angle of 13°50'54", a radius of 64.50 feet, and a long chord distance of 15.55 feet, bearing N30°46'12"E; thence along said curve to the right 75.98 feet to a compound curve, said curve to the right having a central angle of 48°22'16", a radius of 90.00 feet, and a long chord distance of 73.75 feet, bearing N48°01'53"E; thence along said compound curve 367.21 feet to a curve to the left, said compound curve having a central angle of 21°22'54", a radius of 984.00 feet, and a long chord distance of 365.08 feet, bearing N82°54'28"E; thence along said curve to the left 459.61 feet, said curve having a central angle of 13°23'16", a radius of 1967.00 feet, and a long chord distance of 458.57 feet, bearing N86°54'17"E; thence S06°27'22"E, 78.97 feet to the northeast corner of Lot 2, Block 1, said Home Bank & Trust Company Addition; thence along the north line of said addition, S88°53'46"W, 297.21 feet to the northwest corner of said Lot 2; thence along the west line of said Lot 2, S00°54'08"E, 236.44 feet to the POINT OF BEGINNING,

TOGETHER WITH,

BEGINNING at the southeast corner of Lot 2, Block 1, Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 2, on a platted bearing of N00°54'24"W, 340.51 feet; thence N00°54'24"W, 70.00 feet; thence N88°53'46"E, 479.32 feet; thence S00°48'07"E, 383.98 feet to a point on a non-tangent curve to the left; thence along said curve 384.97 feet to a curve to the right, said curve to the left having a central angle of 21°42'36", a radius of 1016.00 feet, and a long chord distance of 382.67 feet, bearing S82°44'37"W; thence along said curve to the right 71.12 feet to a curve to the left, said curve to the right having a central angle of 45°16'35", a radius of 90.00 feet, and a long chord distance of 69.28 feet, bearing N85°28'23"W; thence along said curve to the right 30.57 feet to the POINT OF BEGINNING, said curve having a central angle of 27°09'17", a radius of 64.50 feet, and a long chord distance of 30.28 feet, bearing N76°24'45"W.

### **HOME BANK & TRUST ADDITION**

Lot 2, Block 1;

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed lighting, landscaping, irrigation and associated improvements to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement is Two Hundred Thirty Three Thousand Dollars (\$233,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2012.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lots 1 & 3, Block 1; Berkeley Square First Addition shall each pay \$20,615.00 of the total cost payable by the improvement district. Lot 2, Block 1; Berkeley Square First Addition shall pay \$16,920.00 of the total cost payable by the improvement district. Lot 4, Block 1; Berkeley Square First Addition shall pay \$37,690.00 of the total cost payable by the improvement district. The Unplatted Tract shall pay 78.5% of the total remaining cost payable by the improvement district. Lot 2, Block 1; Home Bank & Trust Addition shall pay 21.5% of the total remaining cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
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**BERKELEY SQUARE FIRST ADDITION**

Lots 1 through 4, Block 1; Berkeley Square First Addition, an addition to Wichita, Sedgwick County, Kansas.

**NEXUS PROPERTIES, LLC**

By: \_\_\_\_\_  
Steve Hatchett, Manager

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>UNPLATTED TRACT</u></b> See legal description, page 1	<b>GREENWICH 13, LLC</b> <b>A Kansas Limited Liability Company</b>	
	By: _____ Laham Development Co., LLC George E. Laham, II, Manager	

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>HOME BANK &amp; TRUST ADDITION</u></b> Lot 2, Block 1	<b>GREENWICH 13, LLC</b> <b>A Kansas Limited Liability Company</b>	

By: \_\_\_\_\_

Laham Development Co., LLC  
George E. Laham, II, Manager



**BERKELEY SQUARE FIRST ADDITION  
LIGHTING & LANDSCAPE PETITION  
COST ESTIMATE**

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Std Unit Price</b>	<b>Custom Unit Price</b>	<b>Extension</b>
Street Lighting	1	LS	\$ 136,120.00		\$ 136,120.00
Landscaping/Irrigation	1	LS	\$ 20,350.00		\$ 20,350.00
			<b>Contingencies @ 10% +/-</b>		\$ 15,647.00
			<b>Construction Total</b>		\$ 172,117.00
			<b>35% Engineering, Administration, Etc.</b>		\$ 60,240.95
			<b>TOTAL</b>		\$ 232,357.95
<b>For Petition Use \$233,000.00</b>					

## **LIGHTING & LANDSCAPE PETITION**

To the Mayor and City Council  
Wichita, Kansas

Dear Council Members:

1. We, the undersigned owners of record as below designated, of Lots, Parcels, and Tracts of real property described as follows:

### **GREENWICH OFFICE PARK SECOND ADDITION**

Lots 1 & 2, Block 1;

### **BERKELEY SQUARE FIRST ADDITION**

Lots 1 through 4, Block 1;

### **UNPLATTED TRACT**

A tract of land lying within the Southeast Quarter of the Southeast Quarter, of Section 9, Township 27 South, Range 2 East, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the southwest corner of Lot 2, Block 1, Home Bank & Trust Company Addition, to Wichita, Sedgwick County, Kansas; thence on a Kansas coordinate system of 1983 south zone grid bearing of S88°53'46"W, 611.46 feet to the east line of Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Greenwich Office Park Second Addition for the next three (3) course N01°06'14"W, 151.97 feet to a point on a curve to the right; thence along said curve 51.46 feet to a curve to the left, said curve to the right having a central angle of 38°47'53", a radius of 76.00 feet, and a long chord distance of 50.49 feet, bearing N18°17'43"E; thence along said curve to the left 15.59 feet to a curve the right, said curve to the left having a central angle of 13°50'54", a radius of 64.50 feet, and a long chord distance of 15.55 feet, bearing N30°46'12"E; thence along said curve to the right 75.98 feet to a compound curve, said curve to the right having a central angle of 48°22'16", a radius of 90.00 feet, and a long chord distance of 73.75 feet, bearing N48°01'53"E; thence along said compound curve 367.21 feet to a curve to the left, said compound curve having a central angle of 21°22'54", a radius of 984.00 feet, and a long chord distance of 365.08 feet, bearing N82°54'28"E; thence along said curve to the left 459.61 feet, said curve having a central angle of 13°23'16", a radius of 1967.00 feet, and a long chord distance of 458.57 feet, bearing N86°54'17"E; thence S06°27'22"E, 78.97 feet to the northeast corner of Lot 2, Block 1, said Home Bank & Trust Company Addition; thence along the north line of said addition, S88°53'46"W, 297.21 feet to the northwest corner of said Lot 2; thence along the west line of said Lot 2, S00°54'08"E, 236.44 feet to the POINT OF BEGINNING,

TOGETHER WITH,

BEGINNING at the southeast corner of Lot 2, Block 1, Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 2, on a platted bearing of N00°54'24"W, 340.51 feet; thence N00°54'24"W, 70.00 feet; thence N88°53'46"E, 479.32 feet; thence S00°48'07"E, 383.98 feet to a point on a non-tangent curve to the left; thence along said curve 384.97 feet to a curve to the right, said curve to the left having a central angle of 21°42'36", a radius of 1016.00 feet, and a long chord distance of 382.67 feet, bearing S82°44'37"W; thence along said curve to the right 71.12 feet to a curve to the left, said curve to the right having a central angle of 45°16'35", a radius of 90.00 feet, and a long chord distance of 69.28 feet, bearing N85°28'23"W; thence along said curve to the right 30.57 feet to the POINT OF BEGINNING, said curve having a central angle of 27°09'17", a radius of 64.50 feet, and a long chord distance of 30.28 feet, bearing N76°24'45"W.

do hereby petition, pursuant to the provisions of K.S.A. 12-6a01 et seq., as amended, as follows:

- (a) That there be constructed lighting, landscaping, irrigation and associated improvements to serve the area described above, according to plans and specifications to be furnished by the City Engineer of the City of Wichita, Kansas.
- (b) That the estimated and probable cost of the foregoing improvement is One Hundred Twenty Two Thousand Dollars (\$122,000.00) exclusive of the cost of interest on borrowed money, with 100 percent payable by the improvement district. Said estimated cost as above set forth may be increased to include temporary interest or finance costs incurred during the course of design and construction of the project, and also may be increased at the pro rata rate of 1 percent per month from and after January 1, 2012.
- (c) That the land or area above described be constituted as an improvement district against which shall be assessed 100 percent of the total actual cost of the improvement for which the improvement district is liable.

If this improvement is abandoned, altered and/or constructed privately in part or whole that precludes building this improvement under the authority of this petition, any costs that the City of Wichita incurs shall be assessed to the property described above in accordance with the terms of the petition. In addition, if the improvement is abandoned at any state during the design and/or construction of the improvement or if it is necessary for the City of Wichita to redesign, repair or reconstruct the improvement after its initial design and/or construction because the design or construction does not meet the requirements of the City, then such costs associated with the redesign, repair or reconstruction of said improvement shall be assessed to the property described above in accordance with the terms of this petition.

- (d) That the method of assessment of all costs of the improvement for which the improvement district shall be liable shall be on a fractional basis. The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value:

Lot 1, Block 1; Greenwich Office Park Second Addition shall pay \$17,870.00 of the total cost payable by the improvement district. Lot 2, Block 1; Greenwich Office Park Second Addition shall pay \$14,060.00 of the total cost payable by the improvement district. Lots 1 and 3, Block 1; Berkeley Square First Addition shall each pay \$8,090.00 of the total remaining cost payable by the improvement district. Lot 2, Block 1; Berkeley Square First Addition shall pay \$6,550.00 of the total remaining cost payable by the improvement district. Lot 4, Block 1; Berkeley Square First Addition shall pay \$14,590.00 of the

total remaining cost payable by the improvement district. The Unplatted Tract shall pay 100% of the total remaining cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis.

Except when driveways are requested to serve a particular tract, lot, or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

2. It is requested that the improvements hereby petitioned be made without notice and hearing, which but for this request, would be required by K.S.A. 12-6a04. This petition may be combined with other petitions of similar nature in order to form one public improvement project.

3. The petition is submitted pursuant to subsection (c) of K.S.A. 12-6a04, and amendments thereto and as owners of 100% of the properties proposed to be included in the improvement district, we acknowledge that the proposed improvement district does not include all properties which may be deemed to benefit from the proposed improvement.

4. That names may not be withdrawn from this petition by the signers thereof after the Governing body commences consideration of the petition or later than seven (7) days after filing, whichever comes first.

5. That when this petition has been filed with the City Clerk and it has been certified that the signatures thereon are according to the records of the Register of Deeds of Sedgwick County, Kansas, the petition may be found sufficient if signed by either (1) a majority of the resident owners of record of property liable for assessment under the proposal, or (2) the resident owners of record of more than one-half of the area liable for assessment under the proposal, or (3) the owners of record (whether resident or not) of more than one-half of the area liable for assessment under the proposal. The Governing Body is requested to proceed in the manner provided by statute to the end that the petitioned improvements may be expeditiously completed and placed in use.

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>GREENWICH OFFICE PARK SECOND ADDITION</u></b> Lots 1 & 2, Block 1; Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas.	<b>HCRI KANSAS PROPERTIES, LLC</b>	

By: \_\_\_\_\_  
Erin C. Ibele, Senior Vice President  
Administration & Corporate Secretary

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>BERKELEY SQUARE FIRST ADDITION</u></b> Lots 1 through 4, Block 1; Berkeley Square First Addition, an addition to Wichita, Sedgwick County, Kansas.	<b>NEXUS PROPERTIES, LLC</b>	

By: \_\_\_\_\_  
Steve Hatchett, Manager

WITNESS our signatures attached with respect to each of which is indicated the property owned and the date of signing.

LEGAL DESCRIPTION	SIGNATURE	DATE
<b><u>UNPLATTED TRACT</u></b> See legal description, page 1	<b>GREENWICH 13, LLC</b> <b>A Kansas Limited Liability Company</b>	
	By: _____ Laham Development Co., LLC George E. Laham, II, Manager	

**GREENWICH OFFICE PARK SECOND ADDITION  
LIGHTING & LANDSCAPE PETITION  
COST ESTIMATE**

<b>Description</b>	<b>Quantity</b>	<b>Unit</b>	<b>Std Unit Price</b>	<b>Custom Unit Price</b>	<b>Extension</b>
Landscaping	1	LS	\$ 22,125.00		\$ 22,125.00
Lighting	1	LS	\$ 59,640.00		\$ 59,640.00
			<b>Contingencies @ 10% +/-</b>		\$ 8,176.50
			<b>Construction Total</b>		\$ 89,941.50
			<b>35% Engineering, Administration, Etc.</b>		\$ 31,479.53
			<b>TOTAL</b>		\$ 121,421.03
<b>For Petition Use \$122,000.00</b>					



First Published in the Wichita Eagle on January 27, 2012

**RESOLUTION NO. 12-026**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING **LIGHTING, LANDSCAPING, IRRIGATION AND ASSOCIATED IMPROVEMENTS (NORTH OF 13TH, WEST OF GREENWICH) 472-85040** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING **LIGHTING, LANDSCAPING, IRRIGATION AND ASSOCIATED IMPROVEMENTS (NORTH OF 13TH, WEST OF GREENWICH) 472-85040** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing **lighting, landscaping, irrigation and associated improvements (north of 13th, west of Greenwich) 472-85040** Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **One Hundred Twenty-Two Thousand Dollars (\$122,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2012**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

**GREENWICH OFFICE PARK SECOND ADDITION**

Lots 1 and 2, Block 1

**BERKELEY SQUARE FIRST ADDITION**

Lots 1 through 4, Block 1

### **UNPLATTED TRACT**

A tract of land lying within the Southeast Quarter of the Southeast Quarter, of Section 9, Township 27 South, Range 2 East, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the southwest corner of Lot 2, Block 1, Home Bank & Trust Company Addition, to Wichita, Sedgwick County, Kansas; thence on a Kansas coordinate system of 1983 south zone grid bearing of S88°53'46"W, 611.46 feet to the east line of Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Greenwich Office Park Second Addition for the next three (3) course N01°06'14"W, 151.97 feet to a point on a curve to the right; thence along said curve 51.46 feet to a curve to the left, said curve to the right having a central angle of 38°47'53", a radius of 76.00 feet, and a long chord distance of 50.49 feet, bearing N18°17'43"E; thence along said curve to the left 15.59 feet to a curve the right, said curve to the left having a central angle of 13°50'54", a radius of 64.50 feet, and a long chord distance of 15.55 feet, bearing N30°46'12"E; thence along said curve to the right 75.98 feet to a compound curve, said curve to the right having a central angle of 48°22'16", a radius of 90.00 feet, and a long chord distance of 73.75 feet, bearing N48°01'53"E; thence along said compound curve 367.21 feet to a curve to the left, said compound curve having a central angle of 21°22'54", a radius of 984.00 feet, and a long chord distance of 365.08 feet, bearing N82°54'28"E; thence along said curve to the left 459.61 feet, said curve having a central angle of 13°23'16", a radius of 1967.00 feet, and a long chord distance of 458.57 feet, bearing N86°54'17"E; thence S06°27'22"E, 78.97 feet to the northeast corner of Lot 2, Block 1, said Home Bank & Trust Company Addition; thence along the north line of said addition, S88°53'46"W, 297.21 feet to the northwest corner of said Lot 2; thence along the west line of said Lot 2, S00°54'08"E, 236.44 feet to the POINT OF BEGINNING,

TOGETHER WITH,

BEGINNING at the southeast corner of Lot 2, Block 1, Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 2, on a platted bearing of N00°54'24"W, 340.51 feet; thence N00°54'24"W, 70.00 feet; thence N88°53'46"E, 479.32 feet; thence S00°48'07"E, 383.98 feet to a point on a non-tangent curve to the left; thence along said curve 384.97 feet to a curve to the right, said curve to the left having a central angle of 21°42'36", a radius of 1016.00 feet, and a long chord distance of 382.67 feet, bearing S82°44'37"W; thence along said curve to the right 71.12 feet to a curve to the left, said curve to the right having a central angle of 45°16'35", a radius of 90.00 feet, and a long chord distance of 69.28 feet, bearing N85°28'23"W; thence along said curve to the right 30.57 feet to the POINT OF BEGINNING, said curve having a central angle of 27°09'17", a radius of 64.50 feet, and a long chord distance of 30.28 feet, bearing N76°24'45"W.

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lot 1, Block 1, GREENWICH OFFICE PARK SECOND ADDITION shall pay \$17,870.00 of the total cost payable by the improvement district; Lot 2, Block 1 GREENWICH OFFICE PARK SECOND ADDITION shall pay \$14,060.00 of the total cost payable by the improvement district; Lots 1 and 3, BERKELEY SQUARE FIRST ADDITION shall each pay \$8,090.00 of the total remaining cost payable by the improvement district. Lot 2, block 1; BERKELEY SQUARE FIRST ADDITION shall pay \$6,550.00 of the total remaining cost payable by the improvement district. Lot 4, Block 1; BERKELEY SQUARE FIRST ADDITION shall pay \$14,590.00 of the total remaining cost payable by the improvement district. The UNPLATTED TRACT shall pay 100% of the total cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 24th day of January, 2012.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY E. REBENSTORF, DIRECTOR OF LAW

First Published in the Wichita Eagle on January 27, 2012

**RESOLUTION NO. 12-027**

RESOLUTION OF FINDINGS OF ADVISABILITY AND RESOLUTION AUTHORIZING CONSTRUCTING **LIGHTING, LANDSCAPING, IRRIGATION AND ASSOCIATED IMPROVEMENTS (NORTH OF 13TH, WEST OF GREENWICH) 472-85039** IN THE CITY OF WICHITA, KANSAS, PURSUANT TO FINDINGS OF ADVISABILITY MADE BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS.

BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF WICHITA, KANSAS, THAT THE FOLLOWING FINDINGS AS TO THE ADVISABILITY OF AUTHORIZING CONSTRUCTING **LIGHTING, LANDSCAPING, IRRIGATION AND ASSOCIATED IMPROVEMENTS (NORTH OF 13TH, WEST OF GREENWICH) 472-85039** IN THE CITY OF WICHITA, KANSAS, ARE HEREBY MADE TO-WIT:

SECTION 1. That it is necessary and in the public interest to authorize constructing **lighting, landscaping, irrigation and associated improvements (north of 13th, west of Greenwich) 472-85039** Said pavement shall be constructed of the material in accordance with plans and specifications provided by the City Engineer.

SECTION 2. That the cost of said improvements provided for in Section 1 hereof is estimated to **Two Hundred Thirty-Three Thousand Dollars (\$233,000)** exclusive of the cost of interest on borrowed money, with **100** percent payable by the improvement district. Said estimated cost as above set forth is hereby increased at the pro-rata rate of 1 percent per month from and after **January 1, 2012**, exclusive of the costs of temporary financing.

SECTION 3. That all costs of said improvements attributable to the improvement district, when ascertained, shall be assessed against the land lying within the improvement district described as follows:

## **BERKELEY SQUARE FIRST ADDITION**

Lots 1 through 4, Block 1

### **UNPLATTED TRACT**

A tract of land lying within the Southeast Quarter of the Southeast Quarter, of Section 9, Township 27 South, Range 2 East, Wichita, Sedgwick County, Kansas, said tract being more particularly described as follow:

BEGINNING at the southwest corner of Lot 2, Block 1, Home Bank & Trust Company Addition, to Wichita, Sedgwick County, Kansas; thence on a Kansas coordinate system of 1983 south zone grid bearing of S88°53'46"W, 611.46 feet to the east line of Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Greenwich Office Park Second Addition for the next three (3) course N01°06'14"W, 151.97 feet to a point on a curve to the right; thence along said curve 51.46 feet to a curve to the left, said curve to the right having a central angle of 38°47'53", a radius of 76.00 feet, and a long chord distance of 50.49 feet, bearing N18°17'43"E; thence along said curve to the left 15.59 feet to a curve the right, said curve to the left having a central angle of 13°50'54", a radius of 64.50 feet, and a long chord distance of 15.55 feet, bearing N30°46'12"E; thence along said curve to the right 75.98 feet to a compound curve, said curve to the right having a central angle of 48°22'16", a radius of 90.00 feet, and a long chord distance of 73.75 feet, bearing N48°01'53"E; thence along said compound curve 367.21 feet to a curve to the left, said compound curve having a central angle of 21°22'54", a radius of 984.00 feet, and a long chord distance of 365.08 feet, bearing N82°54'28"E; thence along said curve to the left 459.61 feet, said curve having a central angle of 13°23'16", a radius of 1967.00 feet, and a long chord distance of 458.57 feet, bearing N86°54'17"E; thence S06°27'22"E, 78.97 feet to the northeast corner of Lot 2, Block 1, said Home Bank & Trust Company Addition; thence along the north line of said addition, S88°53'46"W, 297.21 feet to the northwest corner of said Lot 2; thence along the west line of said Lot 2, S00°54'08"E, 236.44 feet to the POINT OF BEGINNING,

TOGETHER WITH,

BEGINNING at the southeast corner of Lot 2, Block 1, Greenwich Office Park Second Addition, an addition to Wichita, Sedgwick County, Kansas; thence along the east line of said Lot 2, on a platted bearing of N00°54'24"W, 340.51 feet; thence N00°54'24"W, 70.00 feet; thence N88°53'46"E, 479.32 feet; thence S00°48'07"E, 383.98 feet to a point on a non-tangent curve to the left; thence along said curve 384.97 feet to a curve to the right, said curve to the left having a central angle of 21°42'36", a radius of 1016.00 feet, and a long chord distance of 382.67 feet, bearing S82°44'37"W; thence along said curve to the right 71.12 feet to a curve to the left, said curve to the right having a central angle of 45°16'35", a radius of 90.00 feet, and a long chord distance of 69.28 feet, bearing N85°28'23"W; thence along said curve to the right 30.57 feet to the POINT OF BEGINNING, said curve having a central angle of 27°09'17", a radius of 64.50 feet, and a long chord distance of 30.28 feet, bearing N76°24'45"W.

## **HOME BANK & TRUST ADDITION**

Lot 2, Block 1

SECTION 4. That the method of apportioning all costs of said improvements attributable to the improvement district to the owners of land liable for assessment therefore shall be on a **fractional** basis.

The fractional shares provided for herein have been determined on the basis of equal shares being assessed to lots or parcels of substantially comparable size and/or value: Lots 1 and 3, Block 1; BERKELEY SQUARE FIRST ADDITION shall each pay \$20,615.00 of the total cost payable by the improvement district. Lot 2, Block 1; BERKELEY SQUARE FIRST ADDITION shall pay \$16,920.00 of the total cost payable by the improvement district. Lot 4, Block 1; BERKELEY SQUARE FIRST ADDITION shall pay \$37,690.00 of the total cost payable by the improvement district. The UNPLATTED TRACT shall pay 78.5% of the total remaining cost payable by the improvement district. Lot 2, Block 1; HOME BANK & TRUST ADDITION shall pay 21.5% of the total remaining cost payable by the improvement district.

In the event all or part of the lots or parcels in the improvement district are replatted before assessments have been levied, the assessments against the replatted area shall be recalculated on the basis of the method of assessment set forth herein. Where the ownership of a single lot or tract is or may be divided into two or more parcels, the assessment to the lot or tract so divided shall be assessed to each ownership or parcel on a square foot basis. Except when driveways are requested to serve a particular tract, lot or parcel, the cost of said driveway shall be in addition to the assessment to said tract, lot, or parcel and shall be in addition to the assessment for other improvements.

SECTION 5. That payment of said assessments may indefinitely be deferred as against those property owners eligible for such deferral available through the Special Assessment Deferral Program.

SECTION 6. That the City Engineer shall prepare plans and specifications for said improvement and a preliminary estimate of cost therefore, which plans, specifications, and a preliminary estimate of cost shall be presented to this Body for its approval.

SECTION 7. Whereas, the Governing Body of the City, upon examination thereof, considered, found and determined the Petition to be sufficient, having been signed by the owners of record, whether resident or not, of more than Fifty Percent (50%) of the property liable for assessment for the costs of the improvement requested thereby; the advisability of the improvements set forth above is hereby established as authorized by K.S.A. 12-6a01 et seq., as amended.

SECTION 8. Be it further resolved that the above-described improvement is hereby authorized and declared to be necessary in accordance with the findings of the Governing Body as set out in this resolution.

SECTION 9. That the City Clerk shall make proper publication of this resolution, which shall be published once in the official City paper and which shall be effective from and after said publication.

PASSED by the governing body of the City of Wichita, Kansas, this 24th day of January, 2012.

\_\_\_\_\_  
CARL BREWER, MAYOR

ATTEST:

\_\_\_\_\_  
KAREN SUBLETT, CITY CLERK

(SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
GARY E. REBENSTORF, DIRECTOR OF LAW



City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** Change Order No. 15 - ASR Recharge Well Support (All Districts)

**INITIATED BY:** Department of Public Works & Utilities

**AGENDA:** Consent

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**Recommendation:** Approve Change Order No. 15.

**Background:** On August 24, 2010, the City Council approved a contract with Dondlinger & Sons Construction Co. to construct 31 water well sites to serve the Aquifer Storage and Recovery Facility. One of the 31 well sites required the use of eminent domain and was just acquired in mid-December. All work on the other 30 sites was completed in August of 2011. A change order has been prepared for the cost of the additional work necessary to complete this site and to extend the completion date for this project.

**Analysis:** The additional work consists of costs associated with cold weather operations, overhead costs by extension of contract, and the need to now construct this site as a stand-alone type of project.

**Financial Considerations:** The original contract amount is \$15,893,500. The total cost of the additional work is \$94,617, with the total paid by the Water Utility. This change order plus previous change orders represents 1.18% of the original contract amount. Funding is available within the existing project budget.

**Goal Impact:** The project addresses the Efficient Infrastructure goal by providing a needed water supply.

**Legal Considerations:** The Law Department has approved the change order as to form. The change order amount is within the 25% of construction contract cost limit set by City Council policy.

**Recommendation/Action:** It is recommended that the City Council approve Change Order No. 15 and authorize the necessary signatures.

**Attachments:** Change Order No. 15.



PUBLIC WORKS-ENGINEERING

January 19, 2012  
**CHANGE ORDER**

**To: Dondlinger & Sons Construction Co.**

**Project: W-549-011 Recharge Well  
Support Facilities. ASR Bid  
Package G1**

**Change Order No.:1015**

**Project No.: 788011**

**Purchase Order No.:030683**

**OCA No.: 633969**

**CHARGE TO OCA No.:633969**

**PPN: 788011**

**Please perform the following extra work at a cost not to exceed \$94,617.00**

**Additional Work:**

Provide mobilization cost to complete work at Site MR 23.

**Reason for Additional Work:**

Due to delay caused by a condemnation case on Tract 23, the prime contractor and numerous subcontractors and vendors are required to remobilize to construct the last recharge site.

<b>Item</b>	<b>Negot'd/Bid</b>	<b>Qty</b>	<b>Unit Price</b>	<b>Extension</b>
Mobilize Tract 23	Negot'd	1 ls	\$94,617.00	\$94,617.00

**CIP Budget Amount: \$26,650,000.00**

**Original Contract Amt.: \$15,893,500.00**

Consultant: Burns & McDonnell

Current CO Amt.: \$94,617.00

**Total Exp. & Encum. To Date: \$26,501,571.61**

**Amt. of Previous CO's: \$93,687.19**

**CO Amount: \$94,617.00**

**Total of All CO's: \$188,304.19**

**Unencum. Bal. After CO: \$53,811.39**

**% of Orig. Contract / 25% Max.:**

**1.18%**

**Recommended By: Approved:**

\_\_\_\_\_  
Stan Breitenbach, P.E.  
Special Projects Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jim Armour, P.E.  
City Engineer

\_\_\_\_\_  
Date

**Approved:          Approved**

\_\_\_\_\_  
Contractor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Alan King  
Director of Public Works & Utilities

\_\_\_\_\_  
Date

**Approved as to Form:**

**By Order of the City Council:**

\_\_\_\_\_  
Gary Rebenstorf  
Director of Law    Mayor

\_\_\_\_\_  
Date

\_\_\_\_\_  
Carl Brewer

\_\_\_\_\_  
Date

**Attest:** \_\_\_\_\_  
City Clerk

**Second Reading Ordinances for January 24, 2012 (first read on January 10, 2012)**

**A. Amendment to Section 11.28.040 Relating to Turning Movements and Required Signals.**

ORDINANCE NO. 49-184

An ordinance amending Section 11.28.040 of the Code of the City of Wichita, Kansas, pertaining to turning movements and required signals and repealing the original of said section.

**B. 37th Street North Improvement, between Broadway and Hydraulic (District VI)**

ORDINANCE NO. 49-185

An ordinance amending Ordinance No. 47-976 of the City of Wichita, Kansas declaring 37th St. North, between Broadway and Hydraulic (472-84692) to be a main trafficway within the City of Wichita Kansas; declaring the necessity of and authorizing certain improvements to said main trafficway; and setting forth the nature of said improvements, the estimated costs thereof, and the manner of payment of the same.

**C. Acquisition by Eminent Domain of Tracts Required for the I-235 Floodway Crossing/13th Street Interchange Project (Districts V and VI)**

ORDINANCE NO. 49-187

An ordinance providing for the acquisition by eminent domain of certain private property, easements and right-of-way therein, for the purpose of acquiring real property for the construction of the I-235 Floodway Crossing/13th Street Interchange project in the City of Wichita, Sedgwick County, Kansas; designating the lands required for such purposes and directing the city attorney to file a petition in the district court of Sedgwick County, Kansas, for acquisition of the lands and easements therein taken and providing for payment of the cost thereof.

**D. ZON2011-00034 – City zone change from SF-5 Single-Family Residential (“SF-5”) to TF-3 Two-Family Residential (“TF-3”); generally located north of 31st Street South, on the east side of Oliver Avenue.**

ORDINANCE NO. 49-188

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

- E. ZON2011-00035 – City zone change from SF-5 Single-family Residential (“SF-5”) to GC General Commercial (“GC”) generally located south of I-235 and west of north Broadway (District VI)**

ORDINANCE NO. 49-189

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

- F. ZON2011-00036 – City zone change from GC General Commercial (“GC”) to SF-5 Single-family Residential (“SF-5”) generally located northwest of the intersection of East 11th Street and North Ohio Street (District I)**

ORDINANCE NO. 49-190

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

- G. ZON2011-00037 Associated with CUP2011-00043 –City zone change from LC Limited Commercial to GC General Commercial (“GC”) to allow for the expansion of manufacturing uses on Parcels 14 through 17 generally located south of University Drive and east of Emerson Street. (District V)**

ORDINANCE NO. 49-191

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

- H. CUP2011-00042 and ZON2011 – 00038, Creation the Fox Ridge Plaza Commercial Community Unit Plan DP-330 and zone change from SF-5 Single-Family Residential (“SF-5”) to LC Limited Commercial (“LC”) on property generally located 1,900 feet south of 37th Street North, east of North Maize Road. (District V)**

ORDINANCE NO. 49-192

An ordinance changing the zoning classifications or districts of certain lands located in the City of Wichita, Kansas, under the authority granted by the Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by section 28.04.010, as amended.

- I. **A12-01 – Request by John E. Dugan Family Partnership, L.P. to annex lands generally located at the northwest corner of 31st Street South and Maize Road (District IV)**

ORDINANCE NO. 49-193

An ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the city of Wichita, Kansas. (A12-01)

- J. **A12-02: Request by John E. Dugan Family Partnership, L.P.; John E. and Marilyn K. Dugan; and Christopher Dugan to annex lands generally located at the southeast corner of 31st Street South and 119th Street West (District IV)**

ORDINANCE NO. 49-194

An ordinance including and incorporating certain blocks, parcels, pieces and tracts of land within the limits and boundaries of the city of Wichita, Kansas. (A12-02)

City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** ZON2011-00040 - Zone change from SF-5 Single-family Residential ("SF-5) to GC General Commercial ("GC") subject to Protective Overlay ("P-O") #262 on property generally located on the southwest corner of the intersection of South Meridian Avenue and West Merton Avenue (1701 South Meridian). (District IV)

**INITIATED BY:** Metropolitan Area Planning Department

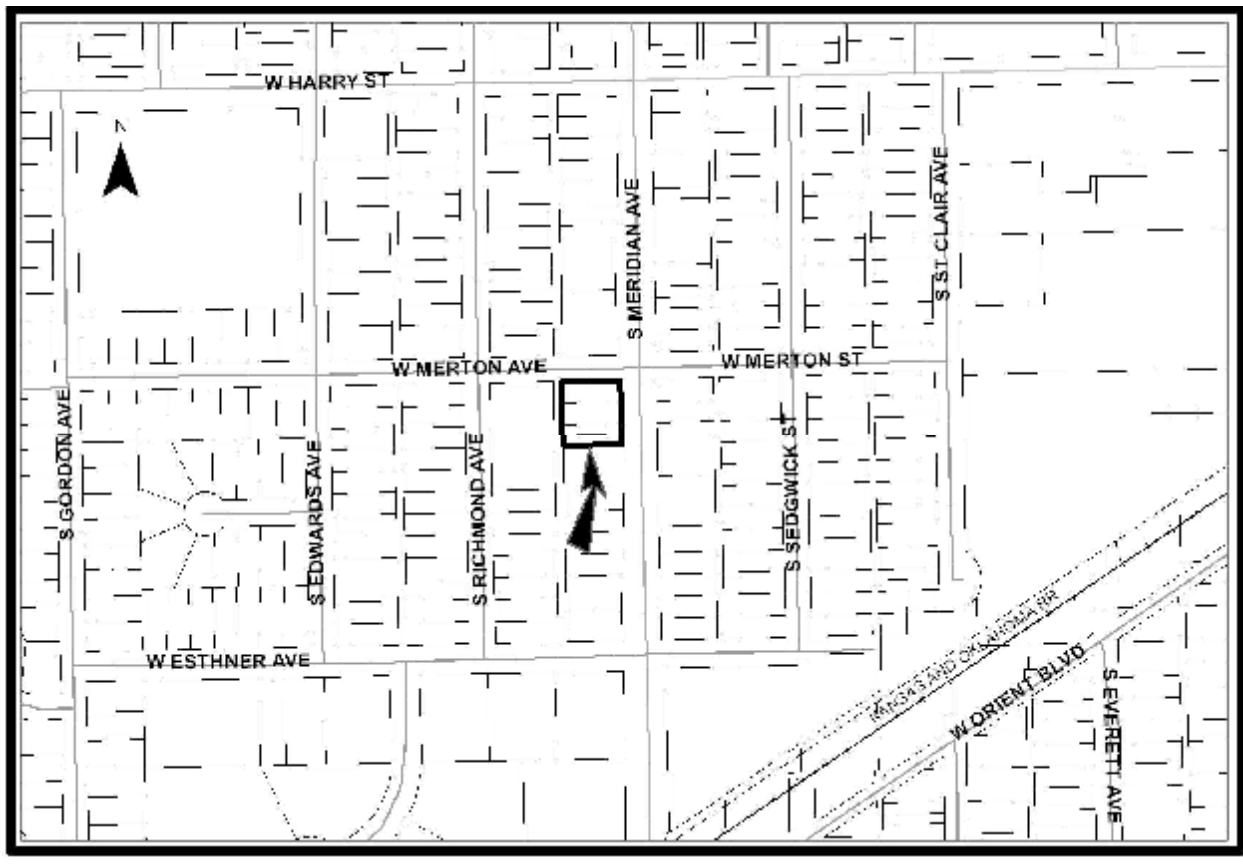
**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** Approve (10-0) subject to P-O #262.

**MAPD Staff Recommendation:** Approve subject to P-O #262.

**DAB Recommendation:** Approve (10-0) subject to P-O #262.



**Background:** The applicants are seeking GC General Commercial (“GC”) zoning on property currently zoned SF-5 Single-family Residential (“SF-5”) located on the southwest corner of the intersection of South Meridian and West Merton (1701 South Meridian). The property is .42- acre in size, and has been platted as Lots 49, 51, 53, 55, 57 and 59 except the east ten feet for a street, Garfield Park Addition. Planning staff has been advised by the Office of Central Inspection that the applicant has been using the site to park and/or store vehicles, commercial trucks used in a trash hauling service and probably employee vehicles, which are not uses permitted by right in the SF-5 district. The subject site has a residence located on the southern half of the site. A fence has been installed on the northern portion of the site that encloses three sides – the north, east and south – of the northern one-third of the site. The unfenced west property line abuts an unpaved alley, and currently provides the only access to the fenced-in portion of the property. The application area has three paved drive approaches located off of Meridian. The City traffic engineer has requested that the applicant agree to allow the City to close the northernmost access drive to Meridian when this segment of Meridian is improved, and provide complete access control from Merton south to the existing second driveway (75 feet from the northeast corner of the application area or approximately 100 feet from the center line of Merton). Most of the area currently used for parking or storage is not paved but is rocky.

Per the *Wichita-Sedgwick County Unified Zoning Code* (“UZC”) “parking area, commercial” is defined as “an area or structure used or intended to be used for the off-street parking of operable motor vehicles on a temporary basis [not more than 72 hours], other than as accessory parking to a principal nonresidential use.” “Parking area, commercial” is permitted by-right in the GO General Office (“GO”), NR Neighborhood Retail (“NR”), LC Limited Commercial (“LC”), GC, CBD General Commercial (“CBD”), LI Limited Commercial (“LI”), GI General Industrial (“GI”) and AFB Air Force Base (“AFB”) districts, subject to Supplementary Use Regulation cc, which, in the GO, NR and LC districts, prohibits the overnight parking of commercial vehicles exceeding 26,000 pounds gross vehicle weight. “Vehicle storage yard” is defined by the UZC as the keeping outside of an enclosed building for more than 72 consecutive hours of one or more motor vehicles (except inoperable vehicles), boats, trailers, or unoccupied recreational vehicles.” “Vehicle storage yard” is permitted by right in the GC, CBD, LI, GI and AFB districts, subject to Supplementary Use Regulation mm, which does not apply in this circumstance. The requested GC zoning is the appropriate zoning district to make the applicant’s activity on this site legal. UZC Section IV-A.2.b states all parking areas, loading areas and driveways on all developments other than low-density residential developments shall be surfaced with concrete, asphaltic concrete, asphalt, or other comparable surfacing and shall be maintained in good condition and free of weeds, dust, trash and other debris.

The GC zoning district appears to be the most appropriate district to address the applicant’s intended uses as it allows commercial parking, vehicle storage and outside storage. In the event that some of the vehicles parked on the site do not move every 72 hours or if dumpsters are to be stored on the site, the GC zoning would permit vehicle storage and outside storage.

Properties located north and northwest, across Merton, are zoned LC and TF-3 Two-family Residential (“TF-3”), and are developed with a retail strip center and duplex. Land located to the northeast, across the intersection of Merton and Meridian is also zoned LC, and is developed with a strip center. The property located east across Meridian is zoned LC and MF-29 Multi-family Residential (“MF-29”), and is developed with a warehouse, distributing facility and residences. Land abutting the subject property to the south is zoned SF-5, and is vacant. The property located to the west, across the alley is zoned SF-5 but is developed with a registered nonconforming “wrecking and salvage yard.” The larger area surrounding the application is zoned SF-5, TF-3, MF-29, and there is LC, GC and LI zoning located one block to the south at the West Esthner Avenue and South Meridian intersection.

The UZC Screening and Lighting standards (IV-B.3.d) states in part: screening of all nonresidential uses shall be provided along all side or rear lot lines abutting or across an alley from a residential zoning district. Screening can be provided in the form of fencing, berms, solid landscaping or a combination of the three. The existing fencing does not enclose the entire site. If the entire site is rezoned to GC additional code required screening will be required; however, since the property to the west currently has



a fence the applicant would not be required to install a fence along his western property line as long as the neighboring property has it's fence.

The Landscape Ordinance also requires landscape buffers along the rear and side boundaries of nonresidential developments when adjacent to residential districts. Where there is a screening fence separating residential zoning from nonresidential zoning, the Landscape Ordinance requires one shade tree or two ornamental trees per forty lineal feet of property line abutting the residential area. The trees must be located within 15 feet of the common property line. Where there is not any zoning screening, as described above, a landscape buffer of 15 feet in width with one shade tree or two ornamentals and five shrubs are required for each thirty feet in length of the buffer. Existing landscaping may count towards the code required minimums. The applicant may submit, for consideration, an alternate landscape plan that does not meet code minimums along with an explanation why code minimums cannot be provided.

**Analysis:** At the District Advisory Board (DAB) IV meeting held December 5, 2011, the DAB voted (10-0) to recommend approval subject to the recommended protective overlay plus the condition that no more than five trucks can be stored or parked on the property. The applicant agreed to this provision. At the DAB meeting two people expressed concern over zoning that would allow a trash business to operate from the site. It was their opinion that packer trucks parked within view of Meridian made for a negative image of the area; the existing six-foot screening fence was not tall enough to hide the trucks from street level view; a trash hauling service at this location was not appropriate; the use presents a hazard to health and the requirement that trucks could not be parked at this location if they contained trash would not be enforced.

At the MAPC meeting held December 22, 2011, the MAPC voted (10-0) to approve subject to the staff recommendations. No citizens were present to speak on the case. No protests have been received.

The recommendations of MAPC are to approve GC zoning subject to the provisions of P-O #262:

- A. Although the site is zoned GC, the only GC uses permitted are “parking area, commercial,” “vehicle storage yard” and the outside storage of dumpsters or similar equipment associated with the operation of a trash hauling service or similar use, plus all uses permitted by right in the LC district. In no circumstance is the placement, deposition or storing of solid waste, trash, salvage, scrap, wrecked or recyclable materials or vehicles permitted on the site. Vehicles, dumpsters or other containers loaded with municipal solid waste or any putrescible waste are not permitted to be parked, located or stored on the site. The maximum number of trucks permitted to be parked on the property shall be five.
- B. The site and permitted uses shall be developed and operated in conformance with all applicable city, county, state and/or federal regulations, and including, but not limited to the screening, paving and landscaping requirements.
- C. Access to Merton is prohibited and the applicant shall provide complete access control from Merton to the second existing driveway (75 feet from the northeast corner of the application area or approximately 100 from the centerline of Merton). The northern most drive way will be closed by the City as part of the City's improvements to Meridian.
- D. The applicant shall submit a site plan depicting the site, and how it is anticipated the site will be used; e.g. employee parking, truck parking, screening, non-vehicle storage, if any, access points, etc.
- E. All requirements shall be completed prior to commencing any non-SF-5 permitted uses on the site.

**Financial Considerations:** There are not any financial considerations in regards to the zoning request.

**Goal Impact:** The application will promote Economic Vitality.

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:**

1. Adopt the findings of the MAPC and approve the zone change and authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

**Attachments:**

- Ordinance
- DAB Memo
- MAPC Minutes

ORDINANCE NO. 49-197

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2011-00040

Zone change request from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC"), subject to Protective Overlay ("P-O") 262 on properties described as:

Lots 49, 51, 53, 55, 57 and 59, Garfield Park Addition to Wichita, Sedgwick County, Kansas

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #262:

- A. Although the site is zoned GC, the only GC uses permitted are "parking area, commercial," "vehicle storage yard" and the outside storage of dumpsters or similar equipment associated with the operation of a trash hauling service or similar use, plus all uses permitted by right in the LC district. In no circumstance is the placement, deposition or storing of solid waste, trash, salvage, scrap, wrecked or recyclable materials or vehicles permitted on the site. Vehicles, dumpsters or other containers loaded with municipal solid waste or any putrescible waste are not permitted to be parked, located or stored on the site. The maximum number of trucks permitted to be parked on the property shall be five.
- B. The site and permitted uses shall be developed and operated in conformance with all applicable city, county, state and/or federal regulations, and including, but not limited to the screening, paving and landscaping requirements.
- C. Access to Merton is prohibited and the applicant shall provide complete access control from Merton to the second existing driveway (75 feet from the northeast corner of the application area or approximately 100 feet from the centerline of Merton). The northern most drive way will be closed by the City as part of the City's improvements to Meridian.
- D. The applicant shall submit a site plan depicting the site, and how it is anticipated the site will be used; e.g. employee parking, truck parking, screening, non-vehicle storage, if any, access points, etc.
- E. All requirements shall be completed prior to commencing any non-SF-5 permitted uses on the site.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 7th day of February, 2012.

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law



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## INTEROFFICE MEMORANDUM

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**TO:** Wichita City Council  
MAPC Members

**FROM:** Kelli Glassman, Neighborhood Assistant, District IV

**SUBJECT:** ZON2011-00040

**DATE:** January 5, 2012

On Monday, December 5, 2011, the *District Advisory Board (DAB) for Council District 4* considered this request for zone change from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC") on the southwest corner of the intersection of South Meridian and West Merton (1701 South Meridian.)

Staff and the applicant explained that the purpose of this request is to allow the garbage trucks to be able to be parked longer than the allotted 72 hours if necessary for repair. There would still be no access to Merton since it is not paved.

Neighbors of the applicant were present and expressed concern over a trash business being allowed to operate in the area where people can see trash trucks in plain sight when there has been an effort to improve the neighborhood. This area has had flooding and access issues and adding trash trucks traffic makes it worse. There was also concern expressed regarding enforcement of parking trash trucks with trash in them.

A few Board members stated that they have passed this neighborhood many times and never noticed the trash trucks. They further stated that this is a chance for a growing business to thrive and that another trash company is located in a similar residential area and there are no problems. It was also suggested that maybe the trash trucks could be parked in the back of the property and increase the fence height so that they would not be as visible. They also suggested that if there are code concerns with this business and their operations, the Office of Central Inspection should be contacted to address them.

**DAB members voted 10-0 to recommend approval of the zone change with the recommendation of limiting the number of parked trucks on the property to five .**

Please review this information when this request is considered.

## EXCERPT MINUTES OF THE DECEMBER 22, 2011 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

**Case No.: ZON2011-40** - Gene Albers (property owner along with Sharon Albers) and Cleo Haggard request a City zone change from SF-5 Single-Family Residential to GC General Commercial on property described as:

Lots 49, 51, 53, 55, 57 and 59; Garfield Park Addition, Wichita, Sedgwick County, Kansas.

**BACKGROUND:** The applicants are seeking GC General Commercial ("GC") zoning on property currently zoned SF-5 Single-family Residential ("SF-5") located on the southwest corner of the intersection of South Meridian and West Merton (1701 South Meridian). The property is .42 acre in size, and has been platted as Lots 49, 51, 53, 55, 57 and 59 except the east ten feet for a street, Garfield Park Addition. Planning staff has been advised by the Office of Central Inspection that the applicant has been using the site to park and/or store vehicles, commercial trucks used in a trash hauling service and probably employee vehicles, which are not uses permitted by right in the SF-5 district. The subject site has what appears to have been a residence located on the approximate southern half of the site. A fence has been installed on the northern portion of the site that encloses three sides – the north, east and south – of the approximate northern one-third of the site. The unfenced west property line abuts an unpaved alley, and currently provides the only access to the fenced-in portion of the property. The application area has three paved drive approaches located off of Meridian. The City traffic engineer has requested that the applicant close the northernmost access drive to Meridian, and provide complete access control from Merton south to the existing second driveway (75 feet from the northeast corner of the application area or approximately 100 feet from the center line of Merton). Most of the area currently used for parking is not paved but is rocked.

Per the *Wichita-Sedgwick County Unified Zoning Code* ("UZC") "parking area, commercial" is defined as "an area or structure used or intended to be used for the off-street parking of operable motor vehicles on a temporary basis [not more than 72 hours], other than as accessory parking to a principal nonresidential use." "Parking area, commercial" is permitted by-right in the GO General Office ("GO"), NR Neighborhood Retail ("NR"), LC Limited Commercial ("LC"), GC, CBD General Commercial ("CBD"), LI Limited Commercial ("LI"), GI General Industrial ("GI") and AFB Air Force Base ("AFB") districts, subject to Supplementary Use Regulation cc, which, in the GO, NR and LC districts, prohibits the overnight parking of commercial vehicles exceeding 26,000 pounds gross vehicle weight. "Vehicle storage yard" is defined by the UZC as the keeping outside of an enclosed building for more than 72 consecutive hours of one or more motor vehicles (except inoperable vehicles), boats, trailers, or unoccupied recreational vehicles." "Vehicle storage yard" is permitted by right in the GC, CBD, LI, GI and AFB districts, subject to Supplementary Use Regulation mm, which does not apply in this circumstance. The requested GC zoning is the appropriate zoning district to make the applicant's activity on this site legal. UZC Section IV-A.2.b states all parking areas, loading areas and driveways on all developments other than low-density residential developments shall be surfaced with concrete, asphaltic concrete, asphalt, or other comparable surfacing and shall be maintained in good condition and free of weeds, dust, trash and other debris.

The GC zoning district appears to be the most appropriate district to address the applicant's intended uses as it allows commercial parking, vehicle storage and outside storage. In the event that some of the vehicles parked on the site do not move every 72 hours or if dumpsters are to be stored on the site, the GC zoning would permit vehicle storage and outside storage.

Property located north and northwest across Merton is zoned LC and TF-3 Two-family Residential ("TF-3"), and is developed with a retail strip center and duplex. Land located to the northeast, across the intersection of Merton and Meridian is also zoned LC, and is developed with a strip center. The property located east across Meridian is zoned LC and MF-29 Multi-family Residential ("MF-29"), and is developed with a warehouse, distributing facility and residences. Land abutting the subject property to the south is zoned SF-5, and is vacant. The property located to the west, across the alley is zoned SF-5 but is developed with a registered nonconforming wrecking and salvage yard. The larger area surrounding the application is zoned SF-5, TF-3, MF-29, and there is LC, GC and LI zoning located one block to the south at the West Esthner Avenue and South Meridian intersection.

The UZC Screening and Lighting standards (IV-B.3.d) states in part: screening of all nonresidential uses shall be provided along all side or rear lot lines abutting or across an alley from a residential zoning district. Screening can be provided in the form of fencing, berms, solid landscaping or a combination of the three. The existing fencing does not enclose the entire site. If the entire site is rezoned to GC additional code required screening will be required. The applicant may seek a waiver of the required zoning screening; however, that requires a "variance" from the Board of Zoning Appeals.

The Landscape Ordinance also requires landscape buffers along the rear and side boundaries of nonresidential developments when adjacent to residential districts. Where there is a screening fence separating residential zoning from nonresidential zoning, the Landscape Ordinance requires one shade tree or two ornamental trees per forty lineal feet of property line abutting the residential area. The trees must be located within 15 feet of the common property line. Where there is not any zoning screening, as described above, a landscape buffer of 15 feet in width with one shade tree or two ornamentals and five shrubs are required for each thirty feet in length of the buffer. Existing landscaping may count towards the code required minimums. The applicant may submit, for consideration, an alternate landscape plan that does not meet code minimums along with an explanation why code minimums cannot be provided is included.

**CASE HISTORY:** Garfield Park Addition was recorded in 1888. District Advisory Board IV heard this application on December 5, 2011, and recommended approval (10-0) subject to staff recommendations plus an additional restriction limiting the site to the parking of no more than five trash trucks. Two people, a husband and wife, spoke in opposition citing the following concerns: the existing six-foot fence is too short to hide the trucks; the trash trucks present a negative image to Meridian traffic; nobody wants a trash business in their neighborhood; flooding/drainage has been an issue and trash trucks parked with solid waste is unhealthy. According to the two speakers, the staff recommended prohibition on parked trucks containing solid waste would be unenforceable. There was also discussion regarding the need to improve Meridian and drainage in the larger area. A comment was made that a ten-foot fence would hide the trucks better than the existing six-foot fence.

**ADJACENT ZONING AND LAND USE:**

NORTH:	LC; TF-3 Two-family Residential; retail strip center, duplex
SOUTH:	SF-5; single-family residential
EAST:	LC and MF-29 Multi-family Residential; strip center, warehouse, single-family residential
WEST:	SF-5; nonconforming salvage yard

**PUBLIC SERVICES:** Merton Avenue west of Meridian is an unpaved two-lane public street with approximately 60 feet of total street right-of-way. A 20-foot wide unpaved public alley is located west of the site. Meridian Avenue at this location has approximately eighty-feet of full right-of-way, is developed

as a paved four-lane arterial, and carries between 7,000 and 10,000 average daily trips per day. Public sewer and water services are either in place or can be extended to the site.

**CONFORMANCE TO PLANS/POLICIES:** The 2030 Wichita Functional Land Use Guide depicts the site as being appropriate for “urban residential” uses. The urban residential category encompasses the full diversity of residential development densities and types typically found in a large urban municipality.

**RECOMMENDATION:** General Commercial zoning is somewhat of a stretch given that the majority of the land in the area is zoned SF-5, TF-3, MF-29 with a lesser area zoned LC. There is also GC and LI zoning located one block to the south. However, the site’s SF-5 zoning fronting a four-lane arterial, the existence of a nonconforming salvage and wrecking yard located to the west, and LC zoning on the other three corners of the Meridian and Merton intersection make the site less suitable for residential use. The proposed Protective Overlay (P-O) attempts to address the contradicting circumstances associated with this request. Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to the following Protective Overlay:

A. Although the site is zoned GC, the only GC uses permitted are “parking area, commercial,” “vehicle storage yard” and the outside storage of dumpsters or similar equipment associated with the operation of a trash hauling service or similar use, plus all uses permitted by right in the LC district. In no circumstance is the placement, deposition or storing of solid waste, trash, salvage, scrap, wrecked or recyclable materials or vehicles permitted on the site. Vehicles, dumpsters or other containers loaded with municipal solid waste or any putrescible waste are not permitted to be parked, located or stored on the site.

B. The site and permitted uses shall be developed and operated in conformance with all applicable city, county, state and/or federal regulations, and including, but not limited to the screening, paving and landscaping requirements previously noted.

C. Access to Merton is prohibited and the applicant shall provide complete access control from Merton to the second existing driveway (75 feet from the northeast corner of the application area or approximately 100 from the centerline of Merton).

D. The applicant shall submit a site plan depicting the site, and how it is anticipated the site will be used; e.g. employee parking, truck parking, screening, non-vehicle storage, if any, access points, etc.

E. All requirements shall be completed prior to commencing any non-SF-5 permitted uses on the site.

This recommendation is based on the following findings:

1. The zoning, uses and character of the neighborhood: Property located north across Merton is zoned LC and TF-3 Two-family Residential (“TF-3”), and is developed with a retail strip center and duplex. Land located to the northeast, across the intersection of Merton and Meridian is also zoned LC, and is developed with a strip center. The property located east across Meridian is zoned LC and MF-29 Multi-family Residential (“MF-29”), and is developed with a warehouse, distributing facility; further south there are single-family residences. Land abutting the subject property to the south is zoned SF-5, and is developed with a single-family residence. The property located to the west is zoned SF-5 but is developed with a registered nonconforming wrecking and salvage yard. The larger area surrounding the application is zoned SF-5, TF-3, MF-29; however, there is LC, GC and LI zoning located one block to the south.
2. The suitability of the subject property for the uses to which it has been restricted: The property is zoned SF-5 which permits single-family uses and a few other compatible uses such as churches,



schools, parks or libraries. General Commercial zoning is somewhat of a stretch given that the majority of the land in the area is zoned SF-5, TF-3, MF-29 and LC. There is GC and LI zoning located one block to the south. However, the site's SF-5 zoning fronting a four-lane arterial, the existence of a nonconforming salvage and wrecking yard to the west, and LC zoning on the other three corners of the Meridian and Merton intersection make the site less suitable for residential use. The proposed Protective Overlay (P-O) attempts to address the contradicting circumstances associated with this request.

3. Extent to which removal of the restrictions will detrimentally affect nearby property: The proposed Protective Overlay (P-O) attempts to address detrimental impacts by limiting the number of GC uses and matching the LC zoning on the other three corners.
4. Length of time the property has been vacant: The property currently does not have any structures. Staff is not aware if there has been a residence that has been demolished.
5. Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies: The 2030 Wichita Functional Land Use Guide depicts the site as being appropriate for "urban residential" uses. The urban residential category encompasses the full diversity of residential development densities and types typically found in a large urban municipality. The proposed rezoning is not consistent with the adopted Comprehensive Plan designation; however, the Functional Land Use Guide fails to note the existence of the non-conforming wrecking and salvage operation located to the west of the application area that makes it unlikely that anyone would build a new single-family residence on the subject site.
6. Impact of the proposed development on community facilities: Truck traffic will increase if the application is approved.

**DALE MILLER**, Planning Staff presented the Staff Report.

**MOTION:** To approve subject to staff recommendation.

**MILLER STEVENS** moved, **SHEETS** seconded the motion, and it carried (10-0).

City of Wichita  
City Council Meeting  
January 24, 2012

**TO:** Mayor and City Council

**SUBJECT:** ZON2011-00041 – City zone change from SF-5 Single-family Residential (“SF-5”) to GC General Commercial (“GC”) generally located east of Greenwich Road, north of Kellogg Street, on the southeast corner of Lewis & Ellson Streets. (District II)

**INITIATED BY:** Metropolitan Area Planning Department

**AGENDA:** Planning (Consent)

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**MAPC Recommendation:** The MAPC recommends approval subject to Protective Overlay #263 (10-0).

**DAB II Recommendation:** DAB II is scheduled hear this request on January 9, 2012.

**MAPD Staff Recommendation:** MAPC staff recommends approval.



**Background:** The applicant's request a zone change from SF-5 Single-family Residential ("SF-5") and LC Limited Commercial ("LC") to GC General Commercial ("GC") on a site encompassing two properties. The property at 11605 East Lewis Street is 0.41 acre in size, while the property at 430 South Ellson Street is 0.40 acre in size (Lot 50 of the Linwood Acres Addition). The property is currently undeveloped, and is used as overflow parking for the vehicle dealership that owns the property. The applicants propose to use the site for an expansion of their vehicle sales lot.

The applicant is not requesting access to Lewis from the expanded site. Current access to the subject site will be provided from the frontage road through the existing property fronting Kellogg Drive and one driveway off Ellson Street. The applicant will be asked to submit an agreement not to protest participation in the future paving cost of Lewis Street and Ellson Street. The City's landscape code will require the frontage along Lewis Street to be landscaped with trees in front of a screening fence.

The surrounding area is characterized by large undeveloped and developed commercial properties zoned either LC or GC. Property located north of the subject site, across Lewis, is zoned MH, TF-3, MF-18 and SF-5, and developed with a mobile home park and single-family residences. The property to the south and east (same property owner as the subject site) is zoned GC, and is developed as an auto dealership. The properties to the west of the subject site are zoned LC with one lot developed with a single-family residence and the other is vacant.

**Analysis:** The case is scheduled to be heard at the January 9, 2012, District II Advisory Board meeting. This report had to be submitted to the Law Department before the results of the aforementioned DAB meeting were known.

At the MAPC meeting held December 22, 2011, the MAPC voted on consent (10-0) to recommend approval of the request for GC zoning subject to Protective Overlay #263:

1. Dedication of complete access control by separate instrument along East Lewis Street and along South Ellson Street except for one opening as directed by the Traffic Engineer.
2. Submit a "no protest" petition regarding the future paving of Lewis and Ellson Streets.

No protests have been received during the subsequent two-week protest period.

**Financial Considerations:** There are not any financial considerations in regards to the zoning request.

**Goal Impact:** The application will promote Economic Vitality.

**Legal Considerations:** The ordinance has been reviewed and approved as to form by the Law Department.

**Recommendation/Actions:**

1. Adopt the findings of the MAPC, approve the zone change subject to Protective Overlay #263, authorize the Mayor to sign the ordinance and place the ordinance on first reading (simple majority required).

(An override of the Planning Commission's recommendation requires a two-thirds majority vote of the City Council on the first hearing.)

**Attachments:**

- Ordinance
- MAPC Minutes

AN ORDINANCE CHANGING THE ZONING CLASSIFICATIONS OR DISTRICTS OF CERTAIN LANDS LOCATED IN THE CITY OF WICHITA, KANSAS, UNDER THE AUTHORITY GRANTED BY THE WICHITA-SEDGWICK COUNTY UNIFIED ZONING CODE, SECTION V-C, AS ADOPTED BY SECTION 28.04.010, AS AMENDED.

BE IT ORDAINED BY THE GOVERNING BODY  
OF THE CITY OF WICHITA, KANSAS.

SECTION 1. That having received a recommendation from the Planning Commission, and proper notice having been given and hearing held as provided by law and under authority and subject to the provisions of The Wichita-Sedgwick County Unified Zoning Code, Section V-C, as adopted by Section 28.04.010, as amended, the zoning classification or districts of the lands legally described hereby are changed as follows:

Case No. ZON2011-00041

Zone change request from SF-5 Single-family Residential ("SF-5") to GC General Commercial ("GC"), subject to the provisions of a PO Protective Overlay on properties described as:

Lot 50, Linwood Acres, Sedgwick County, Kansas EXCEPT the West 5 feet thereof and the North 5 feet thereof dedicated for street; generally located at the southeast corner of S. Ellson and East Lewis Streets.

SUBJECT TO THE FOLLOWING PROVISIONS OF PROTECTIVE OVERLAY DISTRICT #263:

1. Dedication of complete access control by separate instrument along East Lewis Street and along South Ellson Street except for one opening as directed by the Traffic Engineer.
2. Submit a "no protest" petition regarding the future paving of Lewis and Ellson Streets.

SECTION 2. That upon the taking effect of this Ordinance, the above zoning changes shall be entered and shown on the "Official Zoning Map" previously adopted by reference, and said official zoning map is hereby reincorporated as a part of the Wichita-Sedgwick County Unified Zoning Code as amended.

SECTION 3. That this Ordinance shall take effect and be in force from and after its adoption and publication in the official City paper.

ADOPTED this 7th day of February, 2012.

ATTEST:

\_\_\_\_\_  
Karen Sublett, City Clerk

\_\_\_\_\_  
Carl Brewer, Mayor

(SEAL)

Approved as to form:

\_\_\_\_\_  
Gary E. Rebenstorf, Director of Law

## EXCERPT MINUTES OF THE DECEMBER 22, 2011 WICHITA-SEDGWICK COUNTY METROPOLITAN AREA PLANNING COMMISSION HEARING

**Case No.: ZON2011-41** – So. Wichita Holdings, LLC Attn: Scott Pitman (Owner/Applicant) and Robert W. Kaplan (Agent) request a City zone change from SF-5 Single Family Residential to GC General Commercial on property described as:

Lot 50, Linwood Acres, Sedgwick County, Kansas EXCEPT the West 5 feet thereof and the North 5 feet thereof dedicated for street.

**BACKGROUND:** The applicants request a zone change from SF-5 Single-family Residential (“SF-5”) and LC Limited Commercial (“LC”) to GC General Commercial (“GC”) on a site encompassing two properties. The property at 11605 East Lewis Street is 0.41 acre in size, while the property at 430 South Ellson Street is 0.40 acre in size (Lot 50 of the Linwood Acres Addition.) The property is currently undeveloped, and is used as overflow parking for the vehicle dealership that owns the property. The applicants proposed to use the site for an expansion of their vehicle sales lot.

The applicant is not requesting access to Lewis from the expanded site. Current access to the subject site will be provided from the frontage road through the existing property fronting Kellogg Drive and one driveway off Ellson Street. The applicant will be asked to submit an agreement not to protest participation in the future paving cost of Lewis Street and Ellson Street. The City’s landscape code will require the frontage along Lewis Street to be landscaping with trees in front of a screening fence.

The surrounding area is characterized by large undeveloped and developed commercial properties zoned either LC or GC. Property located north of the subject site, across Lewis, is zoned MH, TF-3, MF-18 and SF-5 and developed with a mobile home park and single-family residences. The property to the south and east (same property owner as the subject site) is zoned GC, and is developed as an auto dealership. The properties to the west of the subject site are zoned LC with one lot developed with a single-family residence and the other is vacant.

**CASE HISTORY:** The subject site is Lot 50 of the Linwood Acres Addition, recorded on October 1929. Property abutting the east property line was rezoned to GC with a Protective Overlay in 1998. This property had a rezone request to GC in 2007 (ZON2007-00029) that was later withdrawn by the applicant.

### **ADJACENT ZONING AND LAND USE:**

NORTH:	“MH”	Mobile Home Park
SOUTH:	“GC”	Auto Dealership
EAST:	“GC”	Auto Dealership
WEST:	“LC”	Vacant, Single-family Residence

**PUBLIC SERVICES:** The subject site can be accessed off of East Lewis Street and South Ellson Street, both unimproved local roads. However, the main access to the site is off of East Kellogg Drive, a paved two-lane frontage road running along the north side of East Kellogg Road, a four-lane freeway/expressway with a traffic count of approximately 50,000 average daily trips. Complete access control by separate instrument will be required along East Lewis Street and along South Ellson Street except for one opening as directed by the Traffic Engineer. The subject property does have access to

public sewer and water service. The nearest sewer line runs along the south property line and the nearest water line runs along the north side of Lewis Street and the west side of Ellson Street.

**CONFORMANCE TO PLANS/POLICIES:** The Land Use Guide of the Comprehensive Plan identifies this area as “Regional Commercial” within the Wichita 2030 Urban Growth Area. “This category encompasses major destination areas (centers and corridors) containing concentrations of commercial, office, and personal service uses that have predominately regional market areas and high volumes of retail traffic. These areas are located in close proximity to major arterials or freeways. The range of uses includes major retail malls, major automobile dealerships and big box retail outlets with a regional market draw. Regional Commercial areas may also include higher density residential housing and uses typically found in Local Commercial areas.”

The current zoning request of GC for the 0.81 acre subject site is in conformance with the Comprehensive Plan’s recommended development. In terms of conformance with commercial goals/objectives/strategies and locational guidelines, the application conforms with the **Commercial/Office Objective** to “Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses,” as well as **Strategy III.B1** of regulating new strip commercial development to areas identified by the “Wichita Land Use Guide” and neighborhood/subarea plans for expansion. **Strategy III.B.6** seeks to channel traffic generated by commercial activities to the closest major thoroughfare with minimum impact upon local residential streets; the major access points for this proposed rezone directs traffic onto east Kellogg Road. **Commercial Locational Guideline #1** of the *Comprehensive Plan* recommends that commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion. The proposed development complies with this guideline. **Commercial Locational Guideline #3** recommends site design features that limit noise, lighting and other aspects that may adversely affect residential use, **#4** recommends compact clusters versus extended strip development, and **#5** stated that commercially-generated traffic should not feed directly onto local residential streets.

**RECOMMENDATION:** Based upon information available prior to the public hearings, planning staff recommends that the request be APPROVED, subject to a Protective Overlay:

1. Dedication of complete access control by separate instrument along East Lewis Street and along South Ellson Street except for one opening as directed by the Traffic Engineer.
2. Submit a “no protest” petition regarding the future paving of Lewis and Ellson Streets.

This recommendation is based on the following findings:

1. **The zoning, uses and character of the neighborhood:** The surrounding area is characterized, predominantly, by large undeveloped and developed commercial properties zoned either LC or GC. Residential development is located north of the subject site, across Lewis, with property zoned MH, TF-3, MF-18 and SF-5 with development consisting of a Mobile Home Park and single-family residences. The property to the south and east (same property owner as the subject site) is zoned GC and is developed as an auto dealership. The properties to the west of the subject site are zoned LC with one lot developed with a single-family residence and the other being vacant.

2. **The suitability of the subject property for the uses to which it has been restricted:** The subject property is currently zoned LC with a 25-foot strip of SF-5 zoning fronting East Lewis Street. Due to its close proximity to existing commercial zoning (LC to the west and GC to the south and east), it is unlikely that the subject property would be viable as a single-family residential property. This rezone request follows the zoning pattern for the properties located north of east Kellogg, between Greenwich and Zelta Street. The Protective Overlay for this request is patterned off the Protective Overlays that were placed on the properties east of the subject site during their zone change in 1998 and 2008.
3. **Extent to which removal of the restrictions will detrimentally affect nearby property:** The scale and impact of any development within GC zoning should be mitigated by the recommended protective overlay and code required development standards related to access management, landscaping, screening, lighting and signage.
4. **Conformance of the requested change to the adopted or recognized Comprehensive Plan and policies:** The current zoning request of GC for the 0.81 acre subject site is in conformance with the Comprehensive Plan's recommended development. In terms of conformance with commercial goals/objectives/strategies and locational guidelines, the application conforms with the **Commercial/Office Objective** to "Develop future retail/commercial areas which complement existing commercial activities, provide convenient access to the public and minimize detrimental impacts to other adjacent land uses," as well as **Strategy III.B1** of regulating new strip commercial development to areas identified by the "Wichita Land Use Guide" and neighborhood/subarea plans for expansion. **Strategy III.B.6** seeks to channel traffic generated by commercial activities to the closest major thoroughfare with minimum impact upon local residential streets; the major access points for this proposed rezone directs traffic onto east Kellogg Road. **Commercial Locational Guideline #1** of the *Comprehensive Plan* recommends that commercial sites should be located adjacent to arterial streets or major thoroughfares that provide needed ingress and egress in order to avoid traffic congestion. The proposed development complies with this guideline. **Commercial Locational Guideline #3** recommends site design features that limit noise, lighting and other aspects that may adversely affect residential use, **#4** recommends compact clusters versus extended strip development, and **#5** stated that commercially-generated traffic should not feed directly onto local residential streets.
5. **Impact of the proposed development on community facilities:** All services are in place, and any increased demand on community facilities can be handled by current infrastructure.

DERRICK SLOCUM, Planning Staff presented the Staff Report.

**MOTION:** To approve subject to staff recommendation.

MILLER STEVENS moved, SHEETS seconded the motion, and it carried (10-0).

**City of Wichita  
City Council Meeting  
January 24, 2012**

**TO:** Wichita Airport Authority

**SUBJECT:** Capital Excel, Inc. – Supplemental Agreement No. 1 –  
Colonel James Jabara Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve the supplemental agreement.

**Background:** The Wichita Airport Authority (WAA) has had an agreement with Capital Excel for the lease of land and an aircraft storage hangar on Colonel James Jabara Airport (Jabara Airport) since 1998. At the time of constructing the 9,005 sq. ft. aircraft storage hangar, the address of 3260 N. Jabara Road was assigned to this site. After the hangar was completed the address was changed to 3330 N. Jabara Road but the address change was not reflected in the Agreement.

**Analysis:** In 2011, the Wichita Airport Authority (WAA) approved capital improvements to Jabara Airport for future hangar development. This plan includes the 3260 N. Jabara Road address. Therefore, it is necessary to amend the Agreement to have the correct address for Capital Excel.

**Financial Considerations:** There is no financial impact to the WAA.

**Goal Impact:** The Airport's contribution to the Economic Vitality and Quality of Life of Wichita is promoted through negotiating agreements which allow the Airport System's business partners to continue operations on the Airport, which generate rental income for the WAA and allows the Airport to continue its operation on a self-sustaining basis.

**Legal Considerations:** The supplemental agreement has been approved as to form by the Law Department.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the supplemental agreement and authorize the necessary signatures.

**Attachments:** Supplemental Agreement No. 1.



SUPPLEMENTAL AGREEMENT NO. 1

By and Between

THE WICHITA AIRPORT AUTHORITY  
and  
CAPITAL EXCEL, INC.

Use of Ground  
Colonel James Jabara Airport

THIS SUPPLEMENTAL AGREEMENT NO. 1, dated January 24, 2012, is made between THE WICHITA AIRPORT AUTHORITY, Wichita, Kansas, hereinafter referred to as the LESSOR; and CAPITAL EXCEL, INC., a Kansas corporation, hereinafter referred to as the LESSEE.

WITNESSETH:

WHEREAS, the parties hereto have heretofore entered into a Lease Agreement dated March 5, 1999 for use of land on Colonel James Jabara Airport; and

The LESSOR and LESSEE now wish to enter into this Supplemental Agreement No. 1 to modify the address of the Premises.

In consideration of these covenants and agreements, the parties hereto agree to the following modification to the original agreement:

**1.**

In all instances of the original Agreement in which the address of the Premises appears as 3260 N. Jabara Road, the address of 3330 N. Jabara Road shall be substituted in order that the address of the Premises reflect the address as used by LESSEE.

2.

Other Terms. It is understood and agreed that all other terms and conditions of any and all existing Agreements and Supplements between the parties hereto shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Supplemental Agreement the day and year first above written.

ATTEST:

THE WICHITA AIRPORT AUTHORITY  
WICHITA, KANSAS

By \_\_\_\_\_  
Karen Sublett, City Clerk

By \_\_\_\_\_  
Carl Brewer, President  
"OWNER"

By \_\_\_\_\_  
Victor D. White, Director of Airports

ATTEST:

CAPITAL EXCEL, INC.

By \_\_\_\_\_

By \_\_\_\_\_

Title \_\_\_\_\_

Title \_\_\_\_\_  
"LESSEE"

APPROVED AS TO FORM: \_\_\_\_\_ Date: \_\_\_\_\_  
Director of Law

**City of Wichita  
City Council Meeting  
January 24, 2012**

**TO:** Wichita Airport Authority

**SUBJECT:** Electrical and Communication Duct Banks, Phase II  
Change Order No. 1 and Budget Adjustment  
Wichita Mid-Continent Airport

**INITIATED BY:** Department of Airports

**AGENDA:** Wichita Airport Authority (Consent)

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**Recommendation:** Approve Change Order No. 1 and budget adjustment.

**Background:** On November 4, 2008, a project budget of \$2,600,000 was established for electrical and communication duct bank expansion and electrical system upgrades. The first phase of this project was completed in 2009 at a cost of \$1,450,000. This phase continues the expansion and upgrades with the remaining budget of \$1,150,000. PEC provided consulting services for Phase II in the amount of \$168,000. On September 27, 2011, through the Board of Bids process, the Wichita Airport Authority (WAA) contracted with Shelley Electric, Inc. to complete the Phase II electrical and communications duct bank expansions.

**Analysis:** The proposed additional work was planned in a future year; however, several tenants have requested that additional communications infrastructure be installed as soon as possible to allow better communications access to their facilities. Change Order No. 1 will provide for communication infrastructure to be installed at the contract unit bid prices. Following is a list of contract changes:

	<b>Amount</b>	<b>Description</b>	<b>Date</b>
Contract	\$920,898	Initial Contract with Shelley Electric	9/27/2011
CO No. 1	<u>132,776</u>	Adjust quantities	1/24/2012
	\$1,053,674	<u>Total Contract</u>	

**Financial Considerations:** The cost of this change order is an increase of \$132,776 and reflects a thirteen percent increase over the initial contract. This change necessitates a budget increase of \$125,000, bringing the total budget for Phase II to \$1,275,000. Funding is available in the CIP.

**Goal Impact:** The Airport's contribution to the Economic Vitality of Wichita is promoted through the maintenance of the infrastructure needed to meet the demands of the aviation community.

**Legal Considerations:** The Law Department has approved the Change Order as to form.

**Recommendations/Actions:** It is recommended that the Wichita Airport Authority approve the Change Order and budget adjustment and authorize the necessary signatures.

**Attachments:** Change Order No.1.

## CHANGE ORDER

Date: 01-06-12

No. 1

OWNER'S Project No. 458-392-2 FAA Project No. N/A

Project: Electrical and Communications Duct Banks and Sidewalk Extensions

Contractor: Shelley Electric, Inc.

Contract Date: 09-27-11

Nature of changes:  
Item #1

Increase the Bid Quantities for the Project based on Contract Unit Pricing:

Item	Description	Quantity	U.O.M.	Unit Price	Ext. Amount
5	Concrete Pavement Removal	40	SY	\$ 47.74	\$ 1,909.60
20	Seeding	7100	SF	\$ 0.11	\$ 781.00
23	Pothole Existing Utility Crossings	10	EA	\$ 254.61	\$ 2,546.10
24	Utility Markers	3	EA	\$ 115.39	\$ 346.17
27	1-1/4" Innerduct – Communications	1240	LF	\$ 2.38	\$ 2,951.20
28	1-1/2" Innerduct – Communications	8975	LF	\$ 2.73	\$ 24,501.75
30	40" PVC Conduit Direct Buried Communications	305	LF	\$ 38.57	\$ 11,763.85
32	8" PVC Conduit Directionally Drilled Communications	135	LF	\$ 139.71	\$ 18,860.85
33	8" PVC Conduit Direct Buried Communications	260	EA	\$ 41.26	\$ 10,727.60
35	Communications Manhole	1	EA	\$15,941.34	\$ 15,941.34
53	Special Communications Handhole	4	EA	\$ 8,012.43	\$ 32,049.72
54	Clean and Video Inspection of 8" Water Line (Before Const.)	55	LF	\$ 7.50	\$ 412.50
55	Clean and Video Inspection of 8" Water Line (After Const.)	1,400	LF	\$ 1.65	\$ 2,310.00
56	Remove and Replace Existing 8" C.I.P. Fitting Where not at Handhole	3	EA	\$ 1,249.66	\$ 3,748.98
57	Pavement Patching (6" Asphaltic Concrete)	37	SY	\$ 106.08	\$ 3,924.96
Total					\$132,775.62

Add 24 Calendar Days to contract Schedule

These changes result in the following adjustment of Contract price and Contract time:

Contract price prior to this Change Order	\$	<u>926,326.66</u>
Net (increase) resulting from this Change Order	\$	<u>132,775.62</u>
Current Contract price including this Change Order	\$	<u>1,059,102.28</u>

---

Contract time prior to this Change Order 105 days on site, 160 days total

Net (increase) resulting from this Change Order 24 calendar days

Current Contract time including this Change Order 129 days on site, 184 days total

The changes are accepted.

Date: 6-JAN-12

  
CONTRACTOR

---

The changes are approved.

Date: 1-6-12

  
ENGINEER

---

The changes are approved.

Dated: 1-9-12

  
LAW DEPARTMENT

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You are directed to make the changes noted:

Dated: \_\_\_\_\_

\_\_\_\_\_  
OWNER

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